

## Appendices

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\*\*\* Grand Canyon National Park \*\*\*

\*\*\* Intermountain Region – National Park Service \*\*\*

## **Appendix 1**

### **THE NATIONAL PARK SERVICE AND ITS MISSION**

America's National Park Service was created by Congress to "... conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations." Additionally, the Congress has declared that the National Park System should be, "... preserved and managed for the benefit and inspiration of all the people of the United States." The National Park Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage.

The National Park Service is an agency (bureau) of the Department of the Interior. The Department of the Interior, through its various bureaus, has responsibility for much of our nationally owned public lands and natural and cultural resources. This includes fostering wise use of our land and water resources, protecting our fish and wildlife, preserving the environmental and cultural values of our national parks and historical places, and providing for the enjoyment of life through outdoor recreation. The department also encourages stewardship and citizen responsibility for the public lands and promotes citizen participation in their care.

The National Park Service is managed by its Director who makes its policies under the direction of the Secretary of the Interior and through the Assistant Secretary, Fish and Wildlife and Parks. The Director seeks advice on policy and other concession-related matters from his Office of Concession Management. This office includes branches for financial, contracting, and planning and program matters.

\*\*\* Grand Canyon National Park \*\*\*

\*\*\*Intermountain Region – National Park Service\*\*\*

## **CONCESSION PROGRAM MANAGEMENT**

### **Concession Contract Management**

As one of the means by which the public can be provided the facilities and services they need to enjoy national park areas, Congress has established a concession program in the National Park Service through the National Park Service Concessions Management Improvement Act of 1998. Title 36 of the Code of Federal Regulations contains important regulations for the preservation of the parks and administration of concession operations (36 CFR 51). Concession activities are also subject to Management Policies of the National Park Service.

The Secretary of the Interior, and those to whom he has delegated authority, are authorized to enter into concession contracts and permits. The National Park Service may provide "necessary and appropriate" facilities and services that are desirable for the visiting public through concession contracts.

These services include a wide variety of commercial visitor services from backcountry guiding to first-class hotel operations. All are provided by private corporations, partnerships, individuals, or other entities under contract with the National Park Service. All exist for the purpose of providing park visitors with the services and accommodations that are necessary and appropriate for their full enjoyment of America's National Park Service-administered areas. The determination of what facilities and services are necessary and appropriate is made through the National Park Service's planning process. Needs vary with the purposes of the various park areas and their individual circumstances at the time of contracting.

The preceding description covers only the primary laws directly affecting the management of a National Park Service concession. Many other federal statutes apply. State and local laws and regulations may also apply depending on the nature of park jurisdiction. Some areas are exclusively federal in jurisdiction while others involve state and local jurisdiction.

The services to be provided under this contract are to be performed under the applicable laws, regulations, policies, and planning existing now or established during the term of the contract.

Concession contracts are issued under regulations unique to the National Park Service Concession Management Program. They are not subject to the Federal Acquisition Regulations (FAR).

### **Concession Program Management**

The NPS Concession Program represents the interests of the National Park Service through three subdivisions: park, regional and Washington offices including the Concessions Program Center in Denver.

At each park there is, at the least, an individual assigned the task of being the concessioner's immediate contact. This may be a part-time duty in a park where concession activities are minor in nature. For parks with larger operations, a full-time staff will manage the park's immediate relationship with its concessioners and support the park superintendent.

For management purposes, the National Park Service is divided into seven regions, each with an office of the Regional Director. Each Regional Director's office has a System Support Office providing various technical functions including an Office of Concession Program Management. This concession management group provides advice to the region's parks and to the Regional Director and provides a variety of support to parks for contracting and other work.

In Washington, D.C., a staff of specialists makes policy recommendations to the Director and manages problem issues. This office is under the leadership of the Concession Program Manager, National Park Service. This office is part of the Park Operation and Education subdivision of the Washington office.

The Concession Program Center (CPC), located in Denver, CO, provides nationwide assistance in a variety of subjects relating to the concession management program. The CPC does feasibility studies, calculates insurance replacement cost values, carries out concession planning as separate assignments or as part of overall park planning teams, and undertakes a variety of special projects required to serve park goals.

### **Program Management - Operating Programs and Practices**

Concessioners in the national parks join with the National Park Service in carrying out a part of the Service's mission. While the role of a concessioner must include well defined business-oriented goals and management, in order for the relationship to be successful the concessioner must also adopt the goals of the park as its own and make the achievement of park objectives for visitor service and other matters part of the concessioner's objectives.

Concessioners and their staffs are important members of the park community. Park visitors often have more contact with and receive more information from concession employees than park staff. These contacts can have a significant effect on the quality of the visitor's experience. Concessioners often occupy important historic structures and have, through their operations, meaningful effects on park resources.

To manage all these effects, Concession Program Management in the National Park Service has developed operating programs and practices. These allow the Service to supervise concessioner activities in an orderly way and establish certain unique approaches to conducting hospitality and recreation services in the National Park System.

**Resource Protection Considerations.** The National Park Service expects its concessioners to join with the Service in fulfillment of its mission, and to give special attention in their operations to the preservation, conservation, and protection of park resources and the environment.

Routine business operations, educational activities and employee programs must be conducted in accordance with all applicable environmental laws, and in a manner and by such methods that minimize negative environmental impacts on the parks and that encourage others to do the same. In this way, a concessioner can participate with the Service in its environmental leadership role.

Appropriate participation in such activities is an evolving agenda. Issues and technologies change over time. The following provide some idea of the Service's current agenda.

1. Solid waste disposal is a major environmental issue as well as a costly problem. The concessioner will be expected to reduce, reuse, and recycle. The new concessioner should actively work to reduce the amount of trash and waste generated, to acquire products with consideration given to the ability to reuse or recycle the product and its packaging, and to recycle all materials possible. An approach that minimizes such trash and ensures recycling where possible is necessary.
2. Water and energy conservation must be practiced in daily operations and incorporated into the design and construction of both rehabilitated and new facilities.
3. Concessioner-operated underground and above ground tanks for building and vehicle fuels, whether Government or Concessioner owned, must meet all of the requirements of Federal, state, and local law and regulation. Responsibilities include cleanup of spillage or leaks, demonstration of financial responsibility, and fulfillment of reporting requirements.
4. The effect of vehicles and other operations on air quality is of concern to the National Park Service. Fuel and engine technology is evolving in ways that will benefit air quality. Concession operations should adapt their operations to such changes as they are proven to be reliable and effective.
5. Operations may be conducted in a natural area with a variety of wildlife. The new concessioner must conduct its operations under Service direction for mitigating human-wildlife interactions.
6. Employee orientation programs and development must genuinely emphasize the importance of the park's natural and cultural resources and the necessary consideration for them due from all employees.
7. The Integrated Pest Management Program ensures that use of chemicals to control plant and insect pests is strictly regulated to minimize such uses and that such applications are the last resort in control efforts. The concessioner must work with the park in implementation of this program in its operations and in the areas for which it is responsible.

The overall objective of Resource Protection is to conduct operations in a steadily evolving way oriented towards the use of efficient and cost-effective approaches that minimize negative impacts on our environment and to encourage others to do so too, for the same cost-effective and self-protective reasons.

**Construction.** Construction of all kinds should harmoniously integrate with the environment where it is located. Facilities that are cultural resources should be managed so as to maintain their intrinsic qualities through sustained conservation. Architectural style, design elements and construction materials should reflect the park and its history.

Plans and specifications for any and all construction and landscaping development on government-owned lands assigned to the new concessioner must be approved in writing by the National Park Service before the work may be started. Plans must be prepared in accordance with National Park Service Drafting Guideline (NPS-10), which will be made available upon request. The National Park Service microfilms all plans for retention.

Construction codes to be followed are nationally applicable codes such as the Uniform Building Code and the National Fire Protection Association codes, including the National Fire Code, in the latest editions. Regional and local codes are followed where they set a higher standard than national codes or address unique issues. Even where park jurisdiction requires local codes to apply, higher standards in national codes will be used for concessioner construction.

The seismic safety standards to be applied to new buildings designed and constructed within the National Park Service System are:

1. 1991 International Conference of Building Officials Uniform Building Code.
2. 1992 Supplement to the Buildings Officials Conference of America National Building Code.
3. 1992 Amendments to the Southern Building Code Congress Standard Building Code.
4. State, county, and local jurisdictions having specific seismic safety standards.

**Interpretation.** The National Park Service expects that its concessioners will, in appropriate ways, interpret park natural and cultural resources, to park visitors and concession employees, with the objective of instilling in them an appreciation of the park area. Concessioner interpretive messages should include safety, local resource management issues and objectives, history of the area, and interpretive themes identified in the park's Interpretive Prospectus. These opportunities and responsibilities are more specifically identified in the contract and operating plan for this operation.

**Rates For Services.** Rates and prices charged are subject to prior approval of the National Park Service. Reasonableness and appropriateness of rates and charges will be determined primarily by comparison with those rates and charges for facilities, goods, and services of comparable character under similar conditions, with due allowances for length of season, provision for peak loads, accessibility and cost of labor and material, and type of patronage with consideration given to other factors deemed relevant (See PL 105-391). The National Park Service concession rate approval program identifies several methods by which comparable rates may be established. It is the responsibility of the regional director to approve the method used and the responsibility of the superintendent to approve rates.

To reduce government expenses, the concessioner will be required to provide reduced rates for lodging and transportation to government employees on official business. Reduced rates under this program may only be provided for lodging and transportation. All other rates for all other goods and services are to be charged to all government employees and their dependents in the same manner as to general park visitors.

**Equal Opportunity.** The Service is interested in having its concession operations reflect, through its employees, the cultural and ethnic diversity of the area in which they operate and of the nation as a whole. The Service is also interested in having participation in the management of the new concession by minority and women professionals. The Service believes that a varied and diverse concession workforce will better serve the increasingly varied and diverse clientele that uses the Nation's national park areas. A participation program for minority and women employees that advances these goals is very desirable. Provisions of the contract address this goal.

**Facility and Service Accessibility.** The concessioner will be required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) for buildings and facilities. Compliance with

ADAAG meets all accessibility requirements under the Americans With Disabilities Act and Section 504 of the Rehabilitation Act.

An offeror must demonstrate a commitment to full participation for persons with disabilities. This commitment must represent opportunities for both mainstreaming individuals into the normal use patterns of concession facilities as well as the willingness to provide specialized accommodation and programs.

The Service recognizes that there are significant variations among concession activities as to the possible range of accessibility and accommodation. However, each concessioner will be expected to handle accessibility issues and inquiries in a supportive and assisting manner that provides maximum opportunities for persons of all abilities.

**Utilities.** Where utility services are readily available, concessioners will be required to obtain them from local sources. In other circumstances, the National Park Service may furnish utilities to concessioners. Rates for services furnished by the National Park Service shall be based on actual operating costs (excluding capital investments) or comparability to areas used in establishing visitor rates, whichever is greater. In the event actual costs exceed comparability, the amount of difference may be passed on to the visitor through the rate approval process. Requests to pass on such additional actual costs must be approved in advance by the superintendent.

**Maintenance Plan.** The maintenance plan provides park-specific information about required maintenance. The parks will describe the interaction of park maintenance activities with concessioner activities and will specify and describe any maintenance tasks unique to the particular park that must be performed by concessioners and those, if any, that will be the responsibility of the National Park Service.

The concessioner generally will be required to maintain, repair, and perform improvements on all assigned concession facilities, including cyclic maintenance, grounds maintenance, landscaping, and all necessary "housekeeping" activities associated with the concession operation, to the satisfaction of the National Park Service. The National Park Service in consultation with the concessioner, will determine the specific maintenance responsibilities, and establish priorities and projected completion dates.

The maintenance plan is initiated at the park level and signed by the park superintendent. Typically, superintendents will ask concessioners to consult on the content of such plans. Such plans may not alter provisions in the body of the contract document or Service policy.

The initial maintenance plan is an exhibit to the contract. A plan must be signed by the successful offeror at the time that the contract is signed. It will be reviewed on no less than an annual basis, and changes will be made as determined appropriate by the National Park Service.

**Operating Plan.** The operating plan includes such details about the operations as are necessary for the concessioner and the National Park Service to operate smoothly together, and provides the concessioner with information as to what specific operating practices are considered satisfactory in the circumstances of a particular park.

Operating plans include such things as hours of operation, scope and quality of service, management information, lost and found procedures, reservations, advance deposits, cancellations and refund policy, convention policy, rates, safety, sanitation, security, and health care, concession employees and

employment, complaint review process, prior notification of changes in key management staff, and other areas of concern.

The operating plan is initiated at the park level and signed by the park superintendent. Typically, superintendents will ask concessioners to consult on the content of such plans. Such plans may not alter provisions in the body of the contract document or Service policy.

The initial operating plan is an exhibit to the contract. A plan must be signed by the successful offeror at the time that the contract is signed. It will be reviewed on no less than an annual basis, and changes will be made as determined appropriate by the National Park Service.

**Environmental Management Program.** The Environmental Management Program provides park-specific information about the concessioner's role in providing its services in an environmentally sensitive manner. Environmental management programs include such topics as hazardous waste management, (etc.)

The successful offeror must submit the initial environmental management program for approval by the National Park Service within 60 days after the effective date of the contract. The approved program must be adhered to by the concessioner. It will be reviewed on no less than an annual basis, and changes will be made as determined appropriate by the National Park Service.

**Sale of Souvenirs and Handicrafts.** The selection and sale of gifts, souvenirs, and handicrafts in areas administered by the National Park Service is restricted in certain ways by National Park Service policies. The selection of items is limited to those that are appropriate for the public use and appreciation of the park. The sale of appropriate handicrafts associated with or interpretive of an area is especially encouraged. The concessioner will work with the park and its interpretive staff to determine what sorts of merchandise are most appropriate for the park area.

**Insurance.** The proposed contract requires the concessioner to insure any buildings, structures, equipment, furnishings and betterments, and merchandise used in the operation. Full replacement value coverage is required for facilities needed by the park to serve the visitor.

In addition, the concessioner must carry liability insurance adequate for the types of activities it conducts.

The contract requires the new concessioner to purchase and maintain various types of insurance. Minimum coverage limits, as required, are provided in the appendix.

**Historic Preservation and the National Register of Historic Places.** Some facilities used by concessioners are on or may be eligible for the National Register of Historic Places. They are required to be maintained in accordance with the Secretary's Standards for Historic Preservation. This can be more time consuming and expensive than operations in nonhistoric buildings.

If such facilities will be used by the concessioner under this contract, requirements will be more fully described in the applicable contract. The preferred approach is to use a Historic Structures Report as a source for significance, and a Historic Structure Preservation Guide to become aware of maintenance techniques and standards. If such documents do not exist for these facilities, more detailed project consultation will be required prior to working on the affected buildings. Carrying out such maintenance



requires specially trained maintenance staff.

**Compliance with Federal State and Local Laws.** Concessioners operate on Federal land but within the jurisdictional framework established by the application of park jurisdiction. Federal statutes apply to concession operations. State and local laws and regulations may also apply.

**Concessioner Risk Management Program.** The concessioner will develop, maintain, and implement a documented risk management program. This written program describes procedures, policies, and documentation for a process to minimize incidents and accidents that will affect the visitor, concession employees and the facilities. The program shall include the following elements appropriate to the size and scope of the required services:

- a. Management's Policy Statement, Duties, Employee's Responsibilities, and Administration.
- b. Inspection and Abatement
- c. Accident Investigation and Reporting
- d. Safety/Health Committee
- e. Training
- f. Emergency Procedures

### **Program Management - Financial Programs and Practices**

The intention of the National Park Service is to contract with private businesses and individuals to conduct concession activities that are necessary to achieve park goals rather than to have the government conduct those activities directly. The National Park Service generally requires the payment of a franchise fee based on the probable value of the opportunity provided by the government.

**Concessioner Pays Operating Costs.** The costs of operation should be covered by the concessioner as agreed to in the concession contract. Concessioners should not expect that the National Park Service will reduce fees or otherwise underwrite costs and unexpected events.

**Real Property in a Park Belongs to the National Park Service.** If real property improvements are made, the title to them will belong to the United States. However, under the terms of the applicable Contract, the United States may have an obligation to compensate a concessioner in the future for those real property improvements. This obligation to compensate is referred to in the contract as "leasehold surrender interest."

**Real Property Outside the Park Belongs to the Concessioner.** Concessioners who invest in real property outside of federal lands for the purposes of supporting in-park operations are not obliged to sell that property to any incoming concessioner. The government will not compensate concessioners for such property or require any incoming operator to purchase such property.

**Personal Property Belongs to the Concessioner.** Concessioners, not the government, are the owners of most types of personal property. The government will not require any successor concessioner to purchase such personal property.

**Businesses May Have a Limited Sale Value.** Concession businesses may not be sold without the approval of the National Park Service. Policies and procedures are described in 36 CFR 51, Subpart J. Among other matters, these policies require that the National Park Service make certain findings before

approving a sale or transfer.

**Fair Return for the Operator.** There is no guarantee of any profit or of a profit in any given year. It is the responsibility of the offeror to assure itself that the terms of its offer provide it a reasonable opportunity for profit.

**Franchise Fee.** A concession operation exists, first and foremost, to serve park visitors. Public Law 105-391, defines the franchise fee as follows:

A concessions contract shall provide for payment to the government of a franchise fee or such other monetary consideration as determined by the Secretary, upon consideration of the probable value to the concessioner of the privileges granted by the particular contract involved. Such probable value shall be based upon a reasonable opportunity for net profit in relation to capital invested and the obligations of the contract. Consideration of revenue to the United States shall be subordinate to the objectives of protecting and preserving park areas and of providing necessary and appropriate services for visitors at reasonable rates.

**Concessioner Review Program.** The regional director, through the park superintendent and his/her designated representatives, will maintain a continuing review of concession operations and management. This continuing review will determine if the concessioner is complying with all provisions of the contract and will evaluate the concessioner's operation to determine if satisfactory performance as required by Public Law 105-391 is being provided. This concessioner review program will include, but not be limited to:

1. The quality of the service rendered to the public;
2. The prices that are charged the public;
3. The condition of the premises;
4. The appearance and conduct of employees;
5. The degree to which facilities are properly maintained and repaired as required by the particular concession authorization;
6. The nondiscrimination policies of the concessioner with relation to both employment and service to the public;
7. Compliance with the Concessioner Risk Management Program;
8. Compliance with U.S. Public Health Service standards and requirements and state and local health codes that may be applicable;
9. Compliance with practices that foster a safe environment for the public; and
10. Compliance with the various administrative and financial requirements of the contract, including any applicable construction program.

Periodic written evaluations will be prepared by the applicable park, usually two or three times a year, following the procedures and requirements of the National Park Service concessioner review program. From these evaluations an annual rating is established. Failure to operate in a manner satisfactory under the requirements of the concessioner review program may be cause for termination of a concession authorization.

## **Appendix 2**

### **Public Law 105-391 Title IV--National Park Service Concessions Management**

#### **SEC. 401. SHORT TITLE.**

This title may be cited as the ``National Park Service Concessions Management Improvement Act of 1998".

#### **SEC. 402. CONGRESSIONAL FINDINGS AND STATEMENT OF POLICY.**

(a) Findings.--In furtherance of the Act of August 25, 1916 (commonly known as the National Park Service Organic Act; 16 U.S.C. 1 et seq.), which directs the Secretary to administer units of the National Park System in accordance with the fundamental purpose of conserving their scenery, wildlife, and natural and historic objects, and providing for their enjoyment in a manner that will leave them unimpaired for the enjoyment of future generations, the Congress hereby finds that the preservation and conservation of park resources and values requires that such public accommodations, facilities, and services as have to be provided within such units should be provided only under carefully controlled safeguards against unregulated and indiscriminate use, so that--

(1) visitation will not unduly impair these resources and values; and

(2) development of public accommodations, facilities, and services within such units can best be limited to locations that are consistent to the highest practicable degree with the preservation and conservation of the resources and values of such units.

(b) Policy.--It is the policy of the Congress that the development of public accommodations, facilities, and services in units of the National Park System shall be limited to those accommodations, facilities, and services that--

(1) are necessary and appropriate for public use and enjoyment of the unit of the National Park System in which they are located; and

(2) are consistent to the highest practicable degree with the preservation and conservation of the resources and values of the unit.

#### **SEC. 403. AWARD OF CONCESSIONS CONTRACTS.**

In furtherance of the findings and policy stated in section 402, and except as provided by this title or otherwise authorized by law, the Secretary shall utilize concessions contracts to authorize a person, corporation, or other entity to provide accommodations, facilities, and services to visitors to units of the National Park System. Such concessions contracts shall be awarded as follows:

(1) Competitive selection process.--Except as otherwise provided in this section, all proposed concessions contracts shall be awarded by the Secretary to the person, corporation, or other entity submitting the best proposal, as determined by the Secretary through a competitive selection process. Such competitive process shall include simplified procedures for small, individually-owned, concessions contracts.

(2) Solicitation of proposals.--Except as otherwise provided in this section, prior to awarding a new concessions contract (including renewals or extensions of existing concessions contracts) the Secretary shall publicly solicit proposals for the concessions contract and, in connection with such solicitation, the Secretary shall prepare a prospectus and shall publish notice of its availability at least

once in local or national newspapers or trade publications, and/or the Commerce Business Daily, as appropriate, and shall make the prospectus available upon request to all interested parties.

(3) Prospectus.--The prospectus shall include the following information:

(A) The minimum requirements for such contract as set forth in paragraph (4).

(B) The terms and conditions of any existing concessions contract relating to the services and facilities to be provided, including all fees and other forms of compensation provided to the United States by the concessioner.

(C) Other authorized facilities or services which may be provided in a proposal.

(D) Facilities and services to be provided by the Secretary to the concessioner, if any, including public access, utilities, and buildings.

(E) An estimate of the amount of compensation, if any, due an existing concessioner from a new concessioner under the terms of a prior concessions contract.

(F) A statement as to the weight to be given to each selection factor identified in the prospectus and the relative importance of such factors in the selection process.

(G) Such other information related to the proposed concessions operation as is provided to the Secretary pursuant to a concessions contract or is otherwise available to the Secretary, as the Secretary determines is necessary to allow for the submission of competitive proposals.

(H) Where applicable, a description of a preferential right to the renewal of the proposed concessions contract held by an existing concessioner as set forth in paragraph (7).

(4) Minimum requirements.--(A) No proposal shall be considered which fails to meet the minimum requirements as determined by the Secretary. Such minimum requirements shall include the following:

(i) The minimum acceptable franchise fee or other forms of consideration to the Government.

(ii) Any facilities, services, or capital investment required to be provided by the concessioner.

(iii) Measures necessary to ensure the protection, conservation, and preservation of resources of the unit of the National Park System.

(B) The Secretary shall reject any proposal, regardless of the franchise fee offered, if the Secretary determines that the person, corporation, or entity is not qualified, is not likely to provide satisfactory service, or that the proposal is not responsive to the objectives of protecting and preserving resources of the unit of the National Park System and of providing necessary and appropriate facilities and services to the public at reasonable rates.

(C) If all proposals submitted to the Secretary either fail to meet the minimum requirements or are rejected by the Secretary, the Secretary shall establish new minimum contract requirements and re-initiate the competitive selection process pursuant to this section.

(D) The Secretary may not execute a concessions contract which materially amends or does not incorporate the proposed terms and conditions of the concessions contract as set forth in the applicable prospectus. If proposed material amendments or changes are considered appropriate by the Secretary, the Secretary shall resolicit offers for the concessions contract incorporating such material amendments or changes.

(5) Selection of the best proposal.--(A) In selecting the best proposal, the Secretary shall consider the following principal factors:

(i) The responsiveness of the proposal to the objectives of protecting, conserving, and preserving resources of the unit of the National Park System and of providing necessary and appropriate facilities and services to the public at reasonable rates.

(ii) The experience and related background of the person, corporation, or entity submitting the proposal, including the past performance and expertise of such person, corporation or entity in providing the same or similar facilities or services.

(iii) The financial capability of the person, corporation, or entity submitting the proposal.

(iv) The proposed franchise fee, except that consideration of revenue to the United States shall be subordinate to the objectives of protecting, conserving, and preserving resources of the unit of the National Park System and of providing necessary and appropriate facilities to the public at reasonable rates.

(B) The Secretary may also consider such secondary factors as the Secretary deems appropriate.

(C) In developing regulations to implement this title, the Secretary shall consider the extent to which plans for employment of Indians (including Native Alaskans) and involvement of businesses owned by Indians, Indian tribes, or Native Alaskans in the operation of a concession, contracts should be identified as a factor in the selection of a best proposal under this section.

(6) Congressional notification.--The Secretary shall submit any proposed concessions contract with anticipated annual gross receipts in excess of \$5,000,000 or a duration of more than 10 years to the Committee on Resources of the House of Representatives and the Committee on Energy and Natural Resources of the Senate. The Secretary shall not award any such proposed contract until at least 60 days subsequent to the notification of both committees.

(7) Preferential right of renewal.--(A) Except as provided in subparagraph (B), the Secretary shall not grant a concessioner a preferential right to renew a concessions contract, or any other form of preference to a concessions contract.

(B) The Secretary shall grant a preferential right of renewal to an existing concessioner with respect to proposed renewals of the categories of concessions contracts described by paragraph (8), subject to the requirements of that paragraph.

(C) As used in this title, the term "preferential right of renewal" means that the Secretary, subject to a determination by the Secretary that the facilities or services authorized by a prior contract continue to be necessary and appropriate within the meaning of section 402, shall allow a concessioner qualifying for a preferential right of renewal the opportunity to match the terms and conditions of any competing proposal which the Secretary determines to be the best proposal for a proposed new concessions contract which authorizes the continuation of the facilities and services provided by the concessioner under its prior contract.

(D) A concessioner which successfully exercises a preferential right of renewal in accordance with the requirements of this title shall be entitled to award of the proposed new concessions contract to which such preference applies.

(8) Outfitter and guide services and small contracts.--(A) The provisions of paragraph (7) shall apply only to the following:

(i) Subject to subparagraph (B), outfitting and guide concessions contracts.

(ii) Subject to subparagraph (C), concessions contracts with anticipated annual gross receipts under \$500,000.

(B) For the purposes of this title, an "outfitting and guide concessions contract" means a concessions contract which solely authorizes the provision of specialized backcountry outdoor recreation guide services which require the employment of specially trained and experienced guides to accompany park visitors in the backcountry so as to provide a safe and enjoyable experience for visitors who otherwise may not have the skills and equipment to engage in such activity. Outfitting and guide concessioners, where otherwise qualified, include concessioners which provide guided river running, hunting, fishing, horseback, camping, and mountaineering experiences. An outfitting and guide concessioner is entitled to a preferential right of renewal under this title only if--

(i) the contract with the outfitting and guide concessioner does not grant the concessioner any interest, including any leasehold surrender interest or possessory interest, in capital improvements on lands owned by the United States within a unit of the National Park System, other than a capital improvement constructed by a concessioner pursuant to the terms of a concessions contract prior to the date of the enactment of this title or constructed or

owned by a concessioner or his or her predecessor before the subject land was incorporated into the National Park System;

(ii) the Secretary determines that the concessioner has operated satisfactorily during the term of the contract (including any extension thereof); and

(iii) the concessioner has submitted a responsive proposal for a proposed new contract which satisfies the minimum requirements established by the Secretary pursuant to paragraph (4).

(C) A concessioner that holds a concessions contract that the Secretary estimates will result in gross annual receipts of less than \$500,000 if renewed shall be entitled to a preferential right of renewal under this title if--

(i) the Secretary has determined that the concessioner has operated satisfactorily during the term of the contract (including any extension thereof); and

(ii) the concessioner has submitted a responsive proposal for a proposed new concessions contract which satisfies the minimum requirements established by the Secretary pursuant to paragraph (4).

(9) New or additional services.--The Secretary shall not grant a preferential right to a concessioner to provide new or additional services in a unit of the National Park System.

(10) Secretarial authority.--Nothing in this title shall be construed as limiting the authority of the Secretary to determine whether to issue a concessions contract or to establish its terms and conditions in furtherance of the policies expressed in this title.

(11) Exceptions.--Notwithstanding the provisions of this section, the Secretary may award, without public solicitation, the following:

(A) A temporary concessions contract or an extension of an existing concessions contract for a term not to exceed 3 years in order to avoid interruption of services to the public at a unit of the National Park System, except that prior to making such an award, the Secretary shall take all reasonable and appropriate steps to consider alternatives to avoid such interruption.

(B) A concessions contract in extraordinary circumstances where compelling and equitable considerations require the award of a concessions contract to a particular party in the public interest. Such award of a concessions contract shall not be made by the Secretary until at least 30 days after publication in the Federal Register of notice of the Secretary's intention to do so and the reasons for such action, and submission of notice to the Committee on Energy and Natural Resources of the Senate and the Committee on Resources of the House of Representatives.

#### SEC. 404. TERM OF CONCESSIONS CONTRACTS.

A concessions contract entered into pursuant to this title shall generally be awarded for a term of 10 years or less. However, the Secretary may award a contract for a term of up to 20 years if the Secretary determines that the contract terms and conditions, including the required construction of capital improvements, warrant a longer term.

#### SEC. 405. PROTECTION OF CONCESSIONER INVESTMENT.

(a) Leasehold Surrender Interest Under New Concessions Contracts.-- On or after the date of the enactment of this title, a concessioner that constructs a capital improvement upon land owned by the United States within a unit of the National Park System pursuant to a concessions contract shall have a leasehold surrender interest in such capital improvement subject to the following terms and conditions:

(1) A concessioner shall have a leasehold surrender interest in each capital improvement constructed by a concessioner under a concessions contract, consisting solely of a right to

compensation for the capital improvement to the extent of the value of the concessioner's leasehold surrender interest in the capital improvement.

(2) A leasehold surrender interest--

(A) may be pledged as security for financing of a capital improvement or the acquisition of a concessions contract when approved by the Secretary pursuant to this title;

(B) shall be transferred by the concessioner in connection with any transfer of the concessions contract and may be relinquished or waived by the concessioner; and

(C) shall not be extinguished by the expiration or other termination of a concessions contract and may not be taken for public use except on payment of just compensation.

(3) The value of a leasehold surrender interest in a capital improvement shall be an amount equal to the initial value (construction cost of the capital improvement), increased (or decreased) in the same percentage increase (or decrease) as the percentage increase (or decrease) in the Consumer Price Index, from the date of making the investment in the capital improvement by the concessioner to the date of payment of the value of the leasehold surrender interest, less depreciation of the capital improvement as evidenced by the condition and prospective serviceability in comparison with a new unit of like kind.

(4) Effective 9 years after the date of the enactment of this Act, the Secretary may provide, in any particular new concession contract the Secretary estimates will have a leasehold surrender interest of more than \$10,000,000, that the value of any leasehold surrender interest in a capital improvement shall be based on either (A) a reduction on an annual basis, in equal portions, over the same number of years as the time period associated with the straight line depreciation of the initial value (construction cost of the capital improvement), as provided by applicable Federal income tax laws and regulations in effect on the day before the date of the enactment of this Act or (B) such alternative formula that is consistent with the objectives of this title. The Secretary may only use such an alternative formula if the Secretary determines, after scrutiny of the financial and other circumstances involved in this particular concession contract (including providing notice in the Federal Register and opportunity for comment), that such alternative formula is, compared to the standard method of determining value provided for in paragraph (3), necessary in order to provide a fair return to the Government and to foster competition for the new contract by providing a reasonable opportunity to make a profit under the new contract. If no responsive offers are received in response to a solicitation that includes such an alternative formula, the concession opportunity shall be resolicited with the leasehold surrender interest value as described as paragraph (3).

(5) Where a concessioner, pursuant to the terms of a concessions contract, makes a capital improvement to an existing capital improvement in which the concessioner has a leasehold surrender interest, the cost of such additional capital improvement shall be added to the then current value of the concessioner's leasehold surrender interest.

(b) Special Rule for Existing Possessory Interest.--

(1) A concessioner which has obtained a possessory interest as defined pursuant to Public Law 89-249 (commonly known as the National Park Service Concessions Policy Act; 16 U.S.C. 20 et seq.), as in effect on the day before the date of the enactment of this Act, under the terms of a concessions contract entered into before that date shall, upon the expiration or termination of such contract, be entitled to receive compensation for such possessory interest improvements in the amount and manner as described by such concessions contract. Where such a possessory interest is not described in the existing contract, compensation of possessory interest shall be determined in accordance with the laws in effect on the day before the date of enactment of this Act.

(2) In the event such prior concessioner is awarded a new concessions contract after the effective date of this title replacing an existing concessions contract, the existing concessioner shall, instead of directly receiving such possessory interest compensation, have a leasehold surrender interest in its existing possessory interest improvements under the terms of the new contract and shall carry over as the initial value of such leasehold surrender interest (instead of construction cost) an amount equal to



the value of the existing possessory interest as of the termination date of the previous contract. In the event of a dispute between the concessioner and the Secretary as to the value of such possessory interest, the matter shall be resolved through binding arbitration.

(3) In the event that a new concessioner is awarded a concessions contract and is required to pay a prior concessioner for possessory interest in prior improvements, the new concessioner shall have a leasehold surrender interest in such prior improvements and the initial value in such leasehold surrender interest (instead of construction cost), shall be an amount equal to the value of the existing possessory interest as of the termination date of the previous contract.

(c) Transition to Successor Concessioner.--Upon expiration or termination of a concessions contract entered into after the effective date of this title, a concessioner shall be entitled under the terms of the concessions contract to receive from the United States or a successor concessioner the value of any leasehold surrender interest in a capital improvement as of the date of such expiration or termination. A successor concessioner shall have a leasehold surrender interest in such capital improvement under the terms of a new contract and the initial value of the leasehold surrender interest in such capital improvement (instead of construction cost) shall be the amount of money the new concessioner is required to pay the prior concessioner for its leasehold surrender interest under the terms of the prior concessions contract.

(d) Title to Improvements.--Title to any capital improvement constructed by a concessioner on lands owned by the United States in a unit of the National Park System shall be vested in the United States.

(e) Definitions.--For purposes of this section:

(1) Consumer price index.--The term "Consumer Price Index" means the "Consumer Price Index--All Urban Consumers" published by the Bureau of Labor Statistics of the Department of Labor, unless such index is not published, in which case another regularly published cost-of-living index approximating the Consumer Price Index shall be utilized by the Secretary; and

(2) Capital improvement.--The term "capital improvement" means a structure, fixture, or nonremovable equipment provided by a concessioner pursuant to the terms of a concessions contract and located on lands of the United States within a unit of the National Park System.

(f) Special Reporting Requirement.-- Not later than 7 years after the date of the enactment of this Act, the Secretary shall submit a report to the Committee on Energy and Natural Resources of the Senate and the Committee on Resources of the House of Representatives containing a complete analysis of the concession program as well as--

(1) an assessment of competition in the solicitation of prospectuses, fair and/or increased return to the Government, and improvement of concession facilities and infrastructure; and

(2) an assessment of any problems with the management and administration of the concession program that are a direct result of the implementation of the provisions of this title.

#### SEC. 406. REASONABLENESS OF RATES.

(a) In General.--Each concessions contract shall permit the concessioner to set reasonable and appropriate rates and charges for facilities, goods, and services provided to the public, subject to approval under subsection (b).

(b) Approval by Secretary Required.--A concessioner's rates and charges to the public shall be subject to approval by the Secretary. The approval process utilized by the Secretary shall be as prompt and as unburdensome to the concessioner as possible and shall rely on market forces to establish reasonableness of rates and charges to the maximum extent practicable. The Secretary shall approve rates and charges that the Secretary determines to be reasonable and appropriate. Unless otherwise provided in the contract, the reasonableness and appropriateness of rates and charges shall be determined primarily by comparison with those rates and charges for facilities, goods, and services of comparable character under similar conditions, with due consideration to the following factors and other factors deemed relevant by the

Secretary: length of season, peakloads, average percentage of occupancy, accessibility, availability and costs of labor and materials, and type of patronage. Such rates and charges may not exceed the market rates and charges for comparable facilities, goods, and services, after taking into account the factors referred to in the preceding sentence.

(c) Implementation of Recommendations.--Not later than 6 months after receiving recommendations from the Advisory Board established under section 409(a) regarding concessioner rates and charges to the public, the Secretary shall implement the recommendations or report to the Congress the reasons for not implementing the recommendations.

#### SEC. 407. FRANCHISE FEES.

(a) In General.--A concessions contract shall provide for payment to the government of a franchise fee or such other monetary consideration as determined by the Secretary, upon consideration of the probable value to the concessioner of the privileges granted by the particular contract involved. Such probable value shall be based upon a reasonable opportunity for net profit in relation to capital invested and the obligations of the contract. Consideration of revenue to the United States shall be subordinate to the objectives of protecting and preserving park areas and of providing necessary and appropriate services for visitors at reasonable rates.

(b) Amount of Franchise Fee.--The amount of the franchise fee or other monetary consideration paid to the United States for the term of the concessions contract shall be specified in the concessions contract and may only be modified to reflect extraordinary unanticipated changes from the conditions anticipated as of the effective date of the contract. The Secretary shall include in concessions contracts with a term of more than 5 years a provision which allows reconsideration of the franchise fee at the request of the Secretary or the concessioner in the event of such extraordinary unanticipated changes. Such provision shall provide for binding arbitration in the event that the Secretary and the concessioner are unable to agree upon an adjustment to the franchise fee in these circumstances.

(c) Special Account.--All franchise fees (and other monetary consideration) paid to the United States pursuant to concessions contracts shall be deposited into a special account established in the Treasury of the United States. Twenty percent of the funds deposited in the special account shall be available for expenditure by the Secretary, without further appropriation, to support activities throughout the National Park System regardless of the unit of the National Park System in which the funds were collected. The funds deposited into the special account shall remain available until expended.

(d) Subaccount for Each Unit.--There shall be established within the special account required under subsection (c) a subaccount for each unit of the National Park System. Each subaccount shall be credited with 80 percent of the franchise fees (and other monetary consideration) collected at a single unit of the National Park System under concessions contracts. The funds credited to the subaccount for a unit of the National Park System shall be available for expenditure by the Secretary, without further appropriation, for use at the unit for visitor services and for purposes of funding high-priority and urgently necessary resource management programs and operations. The funds credited to a subaccount shall remain available until expended.

#### SEC. 408. TRANSFER OF CONCESSIONS CONTRACTS.

(a) Approval of the Secretary.--No concessions contract or leasehold surrender interest may be transferred, assigned, sold, or otherwise conveyed or pledged by a concessioner without prior written notification to, and approval by, the Secretary.

(b) Conditions.--The Secretary shall approve a transfer or conveyance described in subsection (a) unless the Secretary finds that--

(1) the individual, corporation or entity seeking to acquire a concessions contract is not qualified or able to satisfy the terms and conditions of the concessions contract;

(2) such transfer or conveyance would have an adverse impact on (A) the protection, conservation, or preservation of the resources of the unit of the National Park System or (B) the provision of necessary and appropriate facilities and services to visitors at reasonable rates and charges; and

(3) the terms of such transfer or conveyance are likely, directly or indirectly, to reduce the concessioner's opportunity for a reasonable profit over the remaining term of the contract, adversely affect the quality of facilities and services provided by the concessioner, or result in a need for increased rates and charges to the public to maintain the quality of such facilities and services.

(c) Transfer Terms.--The terms and conditions of any contract under this section shall not be subject to modification or open to renegotiation by the Secretary because of a transfer or conveyance described in subsection (a), unless such transfer or conveyance would have an adverse impact as described in paragraph (2) of subsection (b).

#### SEC. 409. NATIONAL PARK SERVICE CONCESSIONS MANAGEMENT ADVISORY BOARD.

(a) Establishment.--There is hereby established a National Park Service Concessions Management Advisory Board (in this title referred to as the "Advisory Board") whose purpose shall be to advise the Secretary and National Park Service on matters relating to management of concessions in of the National Park System.

(b) Duties.--

(1) Advice.--The Advisory Board shall advise on each of the following:

(A) Policies and procedures intended to assure that services and facilities provided by concessioners are necessary and appropriate, meet acceptable standards at reasonable rates with a minimum of impact on park resources and values, and provide the concessioners with a reasonable opportunity to make a profit.

(B) Ways to make National Park Service concessions programs and procedures more cost effective, more process efficient, less burdensome, and timelier.

(2) Recommendations.--The Advisory Board shall make recommendations to the Secretary regarding each of the following:

(A) National Park Service contracting with the private sector to conduct appropriate elements of concessions management and providing recommendations to make more efficient, less burdensome, and timelier the review or approval of concessioner rates and charges to the public.

(B) The nature and scope of products which qualify as Indian, Alaska Native, and Native Hawaiian handicrafts within this meaning of this title.

(C) The allocation of concession fees.

The initial recommendations under subparagraph (A) relating to rates and charges shall be submitted to the Secretary not later than one year after the first meeting of the Board.

(3) Annual report.--The Advisory Board, commencing with the first anniversary of its initial meeting, shall provide an annual report on its activities to the Committee on Resources of the United States House of Representatives and the Committee on Energy and Natural Resources of the United States Senate.

(c) Advisory Board Membership.--Members of the Advisory Board shall be appointed on a staggered basis by the Secretary for a term not to exceed 4 years and shall serve at the pleasure of the Secretary. The Advisory Board shall be comprised of not more than seven individuals appointed from among citizens of

the United States not in the employment of the Federal Government and not in the employment of or having an interest in a National Park Service concession. Of the seven members of the Advisory Board--

(1) one member shall be privately employed in the hospitality industry and have both broad knowledge of hotel or food service management and experience in the parks and recreation concessions business;

(2) one member shall be privately employed in the tourism industry;

(3) one member shall be privately employed in the accounting industry;

(4) one member shall be privately employed in the outfitting and guide industry;

(5) one member shall be a State government employee with expertise in park concession management;

(6) one member shall be active in promotion of traditional arts and crafts; and

(7) one member shall be active in a nonprofit conservation organization involved in parks and recreation programs.

(d) Termination.--The Advisory Board shall continue to exist until December 31, 2008. In all other respects, it shall be subject to the provisions of the Federal Advisory Committee Act.

(e) Service on Advisory Board.--Service of an individual as a member of the Advisory Board shall not be considered as service or employment bringing such individual within the provisions of any Federal law relating to conflicts of interest or otherwise imposing restrictions, requirements, or penalties in relation to the employment of persons, the performance of services, or the payment or receipt of compensation in connection with claims, proceedings, or matters involving the United States. Service as a member of the Advisory Board

shall not be considered service in an appointive or elective position in the Government for purposes of section 8344 of title 5, United States Code, or other comparable provisions of Federal law.

#### SEC. 410. CONTRACTING FOR SERVICES.

(a) Contracting Authorized.--(1) To the maximum extent practicable, the Secretary shall contract with private entities to conduct or assist in those elements of the management of the National Park Service concessions program considered by the Secretary to be suitable for non-Federal performance. Such management elements include each the following:

(A) Health and safety inspections.

(B) Quality control of concessions operations and facilities.

(C) Strategic capital planning for concessions facilities.

(D) Analysis of rates and charges to the public.

(2) The Secretary may also contract with private entities to assist the Secretary with each of the following:

(A) Preparation of the financial aspects of prospectuses for National Park Service concessions contracts.

(B) Development of guidelines for a national park system capital improvement and maintenance program for all concession occupied facilities.

(C) Making recommendations to the Director of the National Park Service regarding the conduct annual audits of concession fee expenditures.

(b) Other Management Elements.--The Secretary shall also consider, taking into account the recommendations of the Advisory Board, contracting out other elements of the concessions management program, as appropriate.

(c) Condition.--Nothing in this section shall diminish the governmental responsibilities and authority of the Secretary to administer concessions contracts and activities pursuant to this title and the Act of August 25, 1916 (commonly known as the National Park Service Organic Act; 16 U.S.C. 1 et seq.). The Secretary

reserves the right to make the final decision or contract approval on contracting services dealing with the management of the National Park Service concessions program under this section.

#### SEC. 411. MULTIPLE CONTRACTS WITHIN A PARK.

If multiple concessions contracts are awarded to authorize concessioners to provide the same or similar outfitting, guiding, river running, or other similar services at the same approximate location or resource within a specific national park, the Secretary shall establish a comparable franchise fee structure for all such same or similar contracts, except that the terms and conditions of any existing concessions contract shall not be subject to modification or open to renegotiation by the Secretary because of a award of a new contract at the same approximate location or resource.

#### SEC. 412. SPECIAL RULE FOR TRANSPORTATION CONTRACTING SERVICES.

Notwithstanding any other provision of law, a service contract entered into by the Secretary for the provision solely of transportation services in a unit of the National Park System shall be no more than 10 years in length, including a base period of 5 years and annual extensions for an additional 5-year period based on satisfactory performance and approval by the Secretary.

#### SEC. 413. USE OF NONMONETARY CONSIDERATION IN CONCESSIONS CONTRACTS.

Section 321 of the Act of June 30, 1932 (40 U.S.C. 303b), relating to the leasing of buildings and properties of the United States, shall not apply to contracts awarded by the Secretary pursuant to this title.

#### SEC. 414. RECORDKEEPING REQUIREMENTS.

(a) In General.--Each concessioner shall keep such records as the Secretary may prescribe to enable the Secretary to determine that all terms of the concessions contract have been and are being faithfully performed, and the Secretary and any duly authorized representative of the Secretary shall, for the purpose of audit and examination, have access to such records and to other books, documents, and papers of the

concessioner pertinent to the contract and all terms and conditions thereof.

(b) Access to Records.--The Comptroller General or any duly authorized representative of the Comptroller General shall, until the expiration of 5 calendar years after the close of the business year of each concessioner or subconcessioner, have access to and the right to examine any pertinent books, papers, documents and records of the concessioner or subconcessioner related to the contract or contracts involved.

#### SEC. 415. REPEAL OF NATIONAL PARK SERVICE CONCESSIONS POLICY ACT.

(a) Repeal.--Public Law 89-249 (commonly known as the National Park Service Concessions Policy Act; 16 U.S.C. 20 et seq.) is repealed. The repeal of such Act shall not affect the validity of any concessions contract or permit entered into under such Act, but the provisions of this title shall apply to any such contract or permit except to the extent such provisions are inconsistent with the terms and

conditions of any such contract or permit. References in this title to concessions contracts awarded under authority of such Act also apply to concessions permits awarded under such authority.

(b) Conforming Amendments.--(1) The fourth sentence of section 3 of the Act of August 25, 1916 (commonly known as the National Park Service Organic Act; 16 U.S.C. 3), is amended--

(A) by striking all through ``no natural" and inserting ``No natural,"; and

(B) by striking the last proviso in its entirety.

(2) Section 12 of Public Law 91-383 (commonly known as the National Park System General Authorities Act; 16 U.S.C. 1a-7) is amended by striking subsection (c).

(3) The second paragraph under the heading ``National Park Service" in the Act of July 31, 1953 (67 Stat. 261, 271), is repealed.

(c) ANILCA.--Nothing in this title amends, supersedes, or otherwise affects any provision of the Alaska National Interest Lands Conservation Act (16 U.S.C. 3101 et seq.) relating to revenue-producing visitor services.

#### SEC. 416. PROMOTION OF THE SALE OF INDIAN, ALASKA NATIVE, NATIVE SAMOAN, AND NATIVE HAWAIIAN HANDICRAFTS.

(a) In General.--Promoting the sale of authentic United States Indian, Alaskan Native, Native Samoan, and Native Hawaiian handicrafts relating to the cultural, historical, and geographic characteristics of units of the National Park System is encouraged, and the Secretary shall ensure that there is a continuing effort to enhance the handicraft trade where it exists and establish the trade in appropriate areas where such trade currently does not exist.

(b) Exemption From Franchise Fee.--In furtherance of these purposes, the revenue derived from the sale of United States Indian, Alaska Native, Native Samoan, and Native Hawaiian handicrafts shall be exempt from any franchise fee payments under this title.

#### SEC. 417. REGULATIONS.

As soon as practicable after the effective date of this title, the Secretary shall promulgate regulations appropriate for its implementation. Among other matters, such regulations shall include appropriate provisions to ensure that concession services and facilities to be provided in a unit of the National Park System are not segmented or otherwise split into separate concessions contracts for the purposes of seeking to reduce anticipated annual gross receipts of a concessions contract below \$500,000. The Secretary shall also promulgate regulations which further define the term ``United States Indian, Alaskan Native, and Native Hawaiian handicrafts" for the purposes of this title.

#### SEC. 418. COMMERCIAL USE AUTHORIZATIONS.

(a) In General.--To the extent specified in this section, the Secretary, upon request, may authorize a private person, corporation, or other entity to provide services to visitors to units of the National Park System through a commercial use authorization. Such authorizations shall not be considered as concessions contracts pursuant to this title nor shall other sections of this title be applicable to such authorizations except where expressly so stated.

(b) Criteria for Issuance of Authorizations.--

(1) Required determinations.--The authority of this section may be used only to authorize provision of services that the Secretary determines will have minimal impact on resources and values

of the unit of the National Park System and are consistent with the purpose for which the unit was established and with all applicable management plans and park policies and regulations.

(2) Elements of authorization.--The Secretary shall--

(A) require payment of a reasonable fee for issuance of an authorization under this section, such fees to remain available without further appropriation to be used, at a minimum, to recover associated management and administrative costs;

(B) require that the provision of services under such an authorization be accomplished in a manner consistent to the highest practicable degree with the preservation and conservation of park resources and values;

(C) take appropriate steps to limit the liability of the United States arising from the provision of services under such an authorization; and

(D) have no authority under this section to issue more authorizations than are consistent with the preservation and proper management of park resources and values, and shall establish such other conditions for issuance of such an authorization as the Secretary determines appropriate for the protection of visitors, provision of adequate and appropriate visitor services, and protection and proper management of the resources and values of the park.

(c) Limitations.--Any authorization issued under this section shall be limited to--

(1) commercial operations with annual gross receipts of not more than \$25,000 resulting from services originating and provided solely within a unit of the National Park System pursuant to such authorization;

(2) the incidental use of resources of the unit by commercial operations which provide services originating and terminating outside of the boundaries of the unit; or

(3) such uses by organized children's camps, outdoor clubs and nonprofit institutions (including back country use) and such other uses as the Secretary determines appropriate.

Nonprofit institutions are not required to obtain commercial use authorizations unless taxable income is derived by the institution from the authorized use.

(d) Prohibition on Construction.--An authorization issued under this section shall not provide for the construction of any structure, fixture, or improvement on federally-owned lands within the boundaries of a unit of the National Park System.

(e) Duration.--The term of any authorization issued under this section shall not exceed 2 years. No preferential right of renewal or similar provisions for renewal shall be granted by the Secretary.

(f) Other Contracts.--A person, corporation, or other entity seeking or obtaining an authorization pursuant to this section shall not be precluded from also submitting proposals for concessions contracts.

#### SEC. 419. SAVINGS PROVISION.

(a) Treatment of Glacier Bay Concession Permits Prospectus.--

Nothing contained in this title shall authorize or require the Secretary to withdraw, revise, amend, modify, or reissue the February 19, 1998, Prospectus Under Which Concession Permits Will be Open for Competition for the Operation of Cruise Ship Services Within Glacier Bay National Park and Preserve (in this section referred to as the "1998 Glacier Bay Prospectus"). The award of concession permits pursuant to the 1998 Glacier Bay Prospectus shall be under provisions of existing law at the time the 1998 Glacier Bay Prospectus was issued.

(b) Preferential Right of Renewal.--Notwithstanding any provision of this title, the Secretary, in awarding future Glacier Bay cruise ship concession permits covering cruise ship entries for which a preferential right of renewal existed prior to the effective date of this title, shall provide for such cruise ship entries a preferential right of renewal, as described in subparagraphs (C) and (D) of section 403(7). Any Glacier Bay concession permit awarded under the authority contained in this subsection shall expire by December 31, 2009.

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Authority: The Act of August 25, 1916, as amended and supplemented, 16 U.S.C. 1 et seq., particularly, 16 U.S.C. 3 and Title IV of the National Parks Omnibus Management Act of 1998 (Pub. L. 105-391).

#### Subpart A--Authority and Purpose

Sec. 51.1 What does this part cover?

This part covers the solicitation, award, and administration of concession contracts. The Director solicits, awards and administers concession contracts on behalf of the Secretary under the authority of the Act of August 25, 1916, as amended and supplemented, 16 U.S.C. 1 et seq. and Title IV of the National Parks Omnibus Management Act of 1998 (Public Law 105-391). The purpose of concession contracts is to authorize persons (concessioners) to provide visitor services in park areas. All concession contracts are to be consistent with the requirements of this part. In accordance with section 403 of the 1998 Act, the Director will utilize concession contracts to authorize the provision of visitor services in park areas, except as may otherwise be authorized by law. For example, the Director may enter into commercial use authorizations under section 418 of the 1998 Act and may enter into agreements with non-profit organizations for the sale of interpretive materials and conduct of interpretive programs for a fee or charge in park areas. In addition, the Director may, as part of an interpretive program agreement otherwise authorized by law, authorize a non-profit organization to provide incidental visitor services that are necessary for the conduct of the interpretive program. Nothing in this part amends, supersedes, or otherwise affects any provision of the Alaska National Interest Lands Conservation Act (16 U.S.C. 3101 et seq.) relating to revenue-producing visitor services.

Sec. 51.2 What is the policy underlying concessions contracts?

It is the policy of the Congress and the Secretary that visitor services in park areas may be provided only under carefully controlled safeguards against unregulated and indiscriminate use so that visitation will not unduly impair park values and resources. Development of visitor services in park areas will be limited to locations that are consistent to the highest practicable degree with the preservation and conservation of the resources and values of the park area. It is also the policy of the Congress and the Secretary of the Interior that development of visitor services in park areas must be limited to those as are necessary and appropriate for public use and enjoyment of the park area in which they are located.

Subpart B--General Definitions

Sec. 51.3 How are terms defined in this part?

To understand this part, you must refer to these definitions, applicable in the singular or the plural, whenever these terms are used in this part:

The 1965 Act means Public Law 89-249, commonly known as the National Park Service Concession Policies Act of 1965.

A 1965 Act concession contract is a concession contract or permit entered into under the authority of the 1965 Act.

The 1998 Act means Title IV of Public Law 105-391.

The award of a concession contract is the establishment of a legally binding concession contract. It occurs only when the Director and a selected offeror both fully execute a concession contract.

A concession contract (or contract) means a binding written agreement between the Director and a concessioner entered under the authority of this part or the 1965 Act that authorizes the concessioner to provide certain visitor services within a park area under specified terms and conditions. Concession contracts are not contracts within the meaning of 41 U.S.C. 601 et seq. (the Contract Disputes Act) and are not service or procurement contracts within the meaning of statutes, regulations or policies that apply only to federal service contracts or other types of federal procurement actions. Concession contracts will contain such terms and conditions as are required by this part or law and as are otherwise appropriate in furtherance of the purposes of this part and the 1998 Act.

A concessioner is an individual, corporation, or other legally recognized entity that duly holds a concession contract.

Director means the Director of the National Park Service (acting on behalf of the Secretary), or an authorized representative of the Director, except where a particular official is specifically identified in this part. In circumstances where this part calls for an appeal to the Director, the appeal shall be considered by an official of higher authority than the official that made the disputed decision.

A franchise fee is the consideration paid to the Director by a concessioner for the privileges granted by a concession contract.

Offeror means an individual, corporation, or other legally recognized entity, including an existing concessioner, that submits a proposal for a concession contract. If the entity that is to be the concessioner is not formally in existence as of the time of submission of a proposal, a proposal must demonstrate that the individuals or organizations that intend to establish the entity that will become the concessioner have the ability and are legally obliged to cause the entity to be a qualified person as defined in this part. In addition, if the entity that will be the concessioner is not established at the time of submission of a proposal, the proposal must contain assurances satisfactory to the Director that the entity that will be the concessioner will be a qualified person as of the date of the award of the contract and otherwise have the ability to carry out the commitments made in the proposal.

Possessory interest means an interest in real property improvements as defined by the 1965 Act obtained by a concessioner under a possessory interest concession contract. Possessory interest, for the purposes of this part, does not include any interest in property in which no possessory interest, as defined by the 1965 Act, exists.

A possessory interest concession contract means a 1965 Act concession contract that provides the concessioner a possessory interest.

A preferred offeror is a concessioner that the Director determines is eligible to exercise a right of preference to the award of a qualified concession contract in accordance with this part.

A qualified concession contract is a new concession contract that the Director determines to be a qualified concession contract for right of preference purposes.

A qualified person is an individual, corporation or other legally recognized entity that the Director determines has the experience and financial ability to satisfactorily carry out the terms of a concession contract. This experience and financial ability includes, but is not limited to, the ability to protect and preserve the resources of the park area and the ability to provide satisfactory visitor services at reasonable rates to the public.

A responsive proposal means a timely submitted proposal that is determined by the Director as agreeing to all of the minimum requirements of the proposed concession contract and prospectus and as having provided the information required by the prospectus.

A right of preference is the preferential right of renewal set forth in Section 403(7)(C) of the 1998 Act which requires the Director to allow a preferred offeror the opportunity to match the terms and conditions of a competing responsive proposal that the Director has determined to be the best proposal for a qualified concession contract. A right of preference does not provide any rights of any nature to establish or negotiate the terms and conditions of a concession contract to which a right of preference may apply.

Visitor services means accommodations, facilities and services determined by the Director as necessary and appropriate for public use and enjoyment of a park area provided to park area visitors for a fee or charge by a person other than the Director. The fee or charge paid by the visitor may be direct or indirect as part of the provision of comprehensive visitor services (e.g., when a lodging concessioner may provide free transportation services to guests). Visitor services may include, but are not limited to, lodging, campgrounds, food service, merchandising, tours, recreational activities, guiding, transportation, and equipment rental. Visitor services also include the sale of interpretive materials or the conduct of interpretive programs for a fee or charge to visitors.

#### Subpart C--Solicitation, Selection and Award Procedures

Sec. 51.4 How will the Director invite the general public to apply for the award of a concession contract?

(a) The Director must award all concession contracts, except as otherwise expressly provided in this part, through a public solicitation process. The public solicitation process begins with the issuance of a prospectus. The prospectus will invite the general public to submit proposals for the contract. The prospectus will describe the terms and conditions of the concession contract to be awarded and the procedures to be followed in the selection of the best proposal.

(b) Except as provided under Sec. 51.47 (which calls for a final administrative decision on preferred offeror appeals prior to the selection of the best proposal) the terms, conditions and determinations of the prospectus and the terms and conditions of the proposed concession contract as described in the prospectus, including, without limitation, its minimum franchise fee, are not final until the concession contract is awarded. The Director will not issue a prospectus for a concession contract earlier than eighteen months prior to the expiration of a related existing concession contract.

Sec. 51.5 What information will the prospectus include?

The prospectus must include the following information:

(a) The minimum requirements of the concession contract. The minimum requirements of the concession contract, include, but are not limited to the following:

- (1) The minimum acceptable franchise fee or other forms of consideration to the Government;
- (2) The minimum visitor services that the concessioner is to be authorized to provide;
- (3) The minimum capital investment, if any, that the concessioner must make;
- (4) The minimum measures that the concessioner must take to ensure the protection, conservation, and preservation of the resources of the park area; and

(5) Any other minimum requirements that the new contract may specify, including, as appropriate and without limitation, measurable performance standards;

(b) The terms and conditions of a current concession contract, if any, relating to the visitor services to be provided, including all fees and other forms of compensation provided to the Director under such contract;

(c) A description of facilities and services, if any, that the Director may provide to the concessioner under the terms of the concession contract, including, but not limited to, public access, utilities and buildings;

(d) An estimate of the amount of any compensation due a current concessioner from a new concessioner under the terms of an existing or prior concession contract;

(e) A statement identifying each principal selection factor for proposals, including subfactors, if any, and secondary factors, if any, and the weight and relative importance of the principal and any secondary factors in the selection decision;

(f) Such other information related to the proposed concession contract as is provided to the Director pursuant to a concession contract or is otherwise available to the Director, as the Director determines is necessary to allow for the submission of competitive proposals. Among other such necessary information a prospectus will contain (when applicable) are the gross receipts of the current concession contract broken out by department for the three most recent years; franchise fees charged under the current concession contract for the three most recent years; merchandise inventories of the current concessioner for the three most recent years; and the depreciable fixed assets and net depreciable fixed assets of the current concessioner; and

(g) Identification of a preferred offeror for a qualified concession contract, if any, and, if a preferred offeror exists, a description of a right of preference to the award of the concession contract.

Sec. 51.6 Will a concession contract be developed for a particular potential offeror?

The terms and conditions of a concession contract must represent the requirements of the Director in accordance with the purposes of this part and must not be developed to accommodate the capabilities or limitations of any potential offeror. The Director must not provide a current concessioner or other person any information as to the content of a proposed or issued prospectus that is not available to the general public.

Sec. 51.7 How will information be provided to a potential offeror after the prospectus is issued?

Material information directly related to the prospectus and the concession contract (except when otherwise publicly available) that the Director provides to any potential offeror prior to the submission of proposals must be made available to all persons who have requested a copy of the prospectus.

Sec. 51.8 Where will the Director publish the notice of availability of the prospectus?

The Director will publish notice of the availability of the prospectus at least once in the Commerce Business Daily or in a similar publication if the Commerce Business Daily ceases to be published. The Director may also publish notices, if determined appropriate by the Director, electronically or in local or national newspapers or trade magazines.

Sec. 51.9 How do I get a copy of the prospectus?

The Director will make the prospectus available upon request to all interested persons. The Director may charge a reasonable fee for a prospectus, not to exceed printing, binding and mailing costs.

Sec. 51.10 How long will I have to submit my proposal?

The Director will allow an appropriate period for submission of proposals that is not less than 60 days unless the Director determines that a shorter time is appropriate in the circumstances of a particular solicitation. Proposals that are not timely submitted will not be considered by the Director.

Sec. 51.11 May the Director amend, extend, or cancel a prospectus or solicitation?

The Director may amend a prospectus and/or extend the submission date prior to the proposal due date. The Director may cancel a solicitation at any time prior to award of the concession contract if the Director determines in his discretion that this action is appropriate in the public interest. No offeror or other person will obtain compensable or other legal rights as a result of an amended, extended, canceled or resolicited solicitation for a concession contract.

Sec. 51.12 Are there any other additional procedures that I must follow to apply for a concession contract?

The Director may specify in a prospectus additional solicitation and/or selection procedures consistent with the requirements of this part in the interest of enhancing competition. Such additional procedures may include, but are not limited to, issuance of a two-phased prospectus--a qualifications phase and a proposal phase. The Director will incorporate simplified administrative requirements and procedures in prospectuses for concession contracts that the Director considers are likely to be awarded to a sole proprietorship or are likely to have annual gross receipts of less than \$100,000. Such simplified requirements and procedures may include, as appropriate and without limitation, a reduced application package, a shorter proposal submission period, and a reduction of proposal information requirements.

Sec. 51.13 When will the Director determine if proposals are responsive?

The Director will determine if proposals are responsive or non-responsive prior to or as of the date of selection of the best proposal.

Sec. 51.14 What happens if no responsive proposals are submitted?

If no responsive proposals are submitted, the Director may cancel the solicitation, or, after cancellation, establish new contract requirements and issue a new prospectus.

Sec. 51.15 May I clarify, amend or supplement my proposal after it is submitted?

(a) The Director may request from any offeror who has submitted a timely proposal a written clarification of its proposal. Clarification refers to making clear any ambiguities that may have been contained in a proposal but does not include amendment or supplementation of a proposal. An offeror may not amend or supplement a proposal after the submission date unless requested by the Director to do so and the Director provides all offerors that submitted proposals a similar opportunity to amend or supplement their proposals. Permitted amendments must be limited to modifying particular aspects of proposals resulting from a general failure of offerors to understand particular requirements of a prospectus or a general failure of offerors to submit particular information required by a prospectus.

(b) A proposal may suggest changes to the terms and conditions of a proposed concession contract and still be considered as responsive so long as the suggested changes are not conditions to acceptance of the terms and conditions of the proposed concession contract. The fact that a proposal may suggest changes to the proposed concession contract does not mean that the Director may accept those changes without a resolicitation of the concession opportunity.

Sec. 51.16 How will the Director evaluate proposals and select the best one?

(a) The Director will apply the selection factors set forth in Sec. 51.17 by assessing each timely proposal under each of the selection factors on the basis of a narrative explanation, discussing any subfactors when applicable. For each selection factor, the Director will assign a score that reflects the determined merits of the proposal under the applicable selection factor and in comparison to the other proposals received, if any. The first four principal selection factors will be scored from zero to five. The fifth selection factor will be scored from zero to four (with a score of one for agreeing to the minimum franchise fee contained in the prospectus). The secondary factor set forth in Sec. 51.17(b)(1) will be scored from zero to three. Any additional secondary selection factors set forth in the prospectus will be scored as specified in the prospectus provided that the aggregate possible point score for all additional secondary selection factors may not exceed a total of three.

(b) The Director will then assign a cumulative point score to each proposal based on the assigned score for each selection factor.

(c) The responsive proposal with the highest cumulative point score will be selected by the Director as the best proposal. If two or more responsive proposals receive the same highest point score, the Director will select as the best proposal (from among the responsive proposals with the same highest point score), the responsive proposal that the Director determines on the basis of a narrative explanation will, on an overall basis, best achieve the purposes of this part. Consideration of revenue to the United States in this determination and in scoring proposals under principal selection factor five will be subordinate to the objectives of protecting, conserving, and preserving the resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.

Sec. 51.17 What are the selection factors?

(a) The five principal selection factors are:



- (1) The responsiveness of the proposal to the objectives, as described in the prospectus, of protecting, conserving, and preserving resources of the park area;
  - (2) The responsiveness of the proposal to the objectives, as described in the prospectus, of providing necessary and appropriate visitor services at reasonable rates;
  - (3) The experience and related background of the offeror, including the past performance and expertise of the offeror in providing the same or similar visitor services as those to be provided under the concession contract;
  - (4) The financial capability of the offeror to carry out its proposal; and
  - (5) The amount of the proposed minimum franchise fee, if any, and/or other forms of financial consideration to the Director. However, consideration of revenue to the United States will be subordinate to the objectives of protecting, conserving, and preserving resources of the park area and of providing necessary and appropriate visitor services to the public at reasonable rates.
- (b) The secondary selection factors are:
- (1) The quality of the offeror's proposal to conduct its operations in a manner that furthers the protection, conservation and preservation of park area and other resources through environmental management programs and activities, including, without limitation, energy conservation, waste reduction, and recycling. A prospectus may exclude this secondary factor if the prospectus solicits proposals for a concession contract that is anticipated to have annual gross receipts of less than \$100,000 and the activities that will be conducted under the contract are determined by the Director as likely to have only limited impacts on the resources of the park area; and
  - (2) Any other selection factors the Director may adopt in furtherance of the purposes of this part, including where appropriate and otherwise permitted by law, the extent to which a proposal calls for the employment of Indians (including Native Alaskans) and/or involvement of businesses owned by Indians, Indian tribes, Native Alaskans, or minority or women-owned businesses in operations under the proposed concession contract.
- (c) A prospectus may include subfactors under each of the principal and secondary factors to describe specific elements of the selection factor.

Sec. 51.18 When must the Director reject a proposal?

The Director must reject any proposal received, regardless of the franchise fee offered, if the Director makes any of the following determinations: the offeror is not a qualified person as defined in this part; The offeror is not likely to provide satisfactory service; the proposal is not a responsive proposal as defined in this part; or, the proposal is not responsive to the objectives of protecting and preserving the resources of the park area and of providing necessary and appropriate services to the public at reasonable rates.

Sec. 51.19 Must the Director award the concession contract that is set forth in the prospectus?

Except for incorporating into the concession contract appropriate elements of the best proposal, the Director must not award a concession contract which materially amends or does not incorporate the terms and conditions of the concession contract as set forth in the prospectus.

Sec. 51.20 Does this part limit the authority of the Director?

Nothing in this part may be construed as limiting the authority of the Director at any time to determine whether to solicit or award a concession contract, to cancel a solicitation, or to terminate a concession contract in accordance with its terms.

Sec. 51.21 When must the selected offeror execute the concession contract?

The selected offeror must execute the concession contract promptly after selection of the best proposal and within the time established by the Director. If the selected offeror fails to execute the concession contract in this period, the Director may select another responsive proposal or may cancel the selection and resolicit the concession contract.

Sec. 51.22 When may the Director award the concession contract?

Before awarding a concession contract with anticipated annual gross receipts in excess of \$5,000,000 or of more than 10 years in duration, or, pursuant to Sec. 51.24(b), the Director must submit the concession contract to the Committee on Resources of the House of Representatives and the Committee on Energy and Natural Resources of the Senate. The Director must not award any such concession contract until 60 days after the submission. Award of these contracts may not be made without the Director's written approval. The Director may not delegate this approval except to a Deputy Director or an Associate Director. The Director may award a concession contract that is not subject to these or other special award requirements at any time after selection of the best proposal and execution of the concession contract by the offeror.

Subpart D--Non-Competitive Award of Concession Contracts

Sec. 51.23 May the Director extend an existing concession contract without a public solicitation?

Notwithstanding the public solicitation requirements of this part, the Director may award non-competitively an extension or extensions of an existing concession contract to the current concessioner for additional terms not to exceed three years in the aggregate, e.g., the Director may award one extension with a three year term, two consecutive extensions, one with a two year term and one with a one year term, or three consecutive extensions with a term of one year each. The Director may award such extensions only if the Director determines that the extension is necessary to avoid interruption of visitor services. Before determining to award such a contract extension, the Director must take all reasonable and appropriate steps to consider alternatives to avoid an interruption of visitor services. Further, the Director must publish notice in the Federal Register of the proposed extension at least 30 days in advance of the award of the extension (except in emergency situations).

Sec. 51.24 May the Director award a temporary concession contract without a public solicitation?

(a) Notwithstanding the public solicitation requirements of this part, the Director may award non-competitively a temporary concession contract or contracts for consecutive terms not to exceed three years in the aggregate, e.g., the Director may award one temporary contract with a three year term, two consecutive temporary contracts, one with a two year term and one with a one year term, or three consecutive temporary contracts with a term of one year each, to any qualified person for the conduct of

particular visitor services in a park area if the Director determines that the award is necessary to avoid interruption of visitor services. Before determining to award a temporary concession contract, the Director must take all reasonable and appropriate steps to consider alternatives to avoid an interruption of visitor services. Further, the Director must publish notice in the Federal Register of the proposed temporary concession contract at least 30 days in advance of its award (except in emergency situations). A temporary concession contract may not be extended. A temporary concession contract may not be awarded to continue visitor services provided under an extended concession contract except as permitted by paragraph (b) of this section.

(b) Notwithstanding the last sentence of paragraph (a) of this section, the Director may award a temporary concession contract for consecutive terms not to exceed three years in the aggregate to authorize the continuing conduct of visitor services that were conducted under a concession contract that was in effect as of November 13, 1998, and that either had been extended as of that date or was due to expire by December 31, 1998, and was subsequently extended. The Director must personally approve the award of a temporary concession contract in these circumstances and may do so only if the Director determines that the award is necessary to avoid interruption of visitor services and that all reasonable alternatives to the award of the temporary concession contract have been considered and found infeasible. The Director must publish a notice of his intention to award a temporary concession contract to a specified person under this paragraph and the reasons for the proposed award in the Federal Register at least 60 days before the temporary concession contract is awarded. In addition, the Director must notify the Committee on Energy and Natural Resources of the Senate and the Committee on Resources of the House of Representatives of the proposed award of a temporary concession contract under this paragraph at least 60 days before the temporary concession contract is awarded. A temporary concession contract awarded under the authority of this paragraph will be considered as a contract extension for purposes of determining the existence of a preferred offeror under Sec. 51.44.

(c) A concessioner holding a temporary concession contract will not be eligible for a right of preference to a qualified concession contract which replaces a temporary contract unless the concessioner holding the temporary concession contract was determined or was eligible to be determined a preferred offeror under the extended concession contract that was replaced by the temporary concession contract under paragraph (b) of this section.

Sec. 51.25 Are there any other circumstances in which the Director may award a concession contract without public solicitation?

Notwithstanding the public solicitation requirements of this part, the Director may award a concession contract non-competitively to any qualified person if the Director determines both that such an award is otherwise consistent with the requirements of this part and that extraordinary circumstances exist under which compelling and equitable considerations require the award of the concession contract to a particular qualified person in the public interest. Indisputable equitable considerations must be the determinant of such circumstances. The Director must publish a notice of his intention to award a concession contract to a specified person under these circumstances and the reasons for the proposed award in the Federal Register at least 60 days before the concession contract is awarded. In addition, the Director also must notify the Committee on Energy and Natural Resources of the Senate and the Committee on Resources of the House of Representatives at least 60 days before the contract is awarded. The Director must personally approve any such award and may only do so with the prior written approval of the Secretary.

Subpart E--Right of Preference to a New Concession Contract

Sec. 51.26 What solicitation, selection and award procedures apply when a preferred offeror exists?

The solicitation, selection and award procedures described in this part will apply to the solicitation, selection and award of contracts for which a preferred offeror exists, except as modified by this subpart, subpart F and other sections of this part related to preferred offerors and/or a right of preference.

Sec. 51.27 Who is a preferred offeror and what are a preferred offeror's rights to the award of a new concession contract?

(a) A preferred offeror is a concessioner that the Director has determined is eligible to exercise a right of preference to the award of a qualified new concession contract in accordance with this part.

(b) A right of preference is the right of a preferred offeror, if it submits a responsive proposal for a qualified concession contract, to match in accordance with the requirements of this part the terms and conditions of a competing proposal that the Director has determined to be the best responsive proposal.

Sec. 51.28 When will the Director determine whether a concessioner is a preferred offeror?

Subject to Secs. 51.46 and 51.47, the Director will determine whether a concessioner is a preferred offeror in accordance with this part no later than the date of issuance of a prospectus for the applicable new concession contract.

Sec. 51.29 How will I know when a preferred offeror exists?

If the Director has determined that a preferred offeror exists for a qualified concession contract under this part, the Director will identify the preferred offeror in the applicable prospectus and describe the preferred offeror's right of preference.

Sec. 51.30 What must a preferred offeror do before it may exercise a right of preference?

A preferred offeror must submit a responsive proposal pursuant to the terms of an applicable prospectus for a qualified concession contract if the preferred offeror wishes to exercise a right of preference.

Sec. 51.31 What happens if a preferred offeror does not submit a responsive proposal?

If a preferred offeror fails to submit a responsive proposal, the offeror may not exercise a right of preference. The concession contract will be awarded to the offeror submitting the best responsive proposal.

Sec. 51.32 What is the process if the Director determines that the best responsive proposal was not submitted by a preferred offeror?

If the Director determines that a proposal other than the responsive proposal submitted by a preferred offeror is the best proposal submitted for a qualified concession contract, then the Director must advise the preferred offeror of the better terms and conditions of the best proposal and permit the preferred

offeror to amend its proposal to match them. An amended proposal must match the better terms and conditions of the best proposal as determined by the Director. If the preferred offeror duly amends its proposal within the time period allowed by the Director, and the Director determines that the amended proposal matches the better terms and conditions of the best proposal, then the Director must select the preferred offeror for award of the contract upon the amended terms and conditions, subject to other applicable requirements of this part.

Sec. 51.33 What if a preferred offeror does not timely amend its proposal to meet the terms and conditions of the best proposal?

If a preferred offeror does not amend its proposal to meet the terms and conditions of the best proposal within the time period allowed by the Director, the Director will select for award of the contract the offeror that submitted the best responsive proposal.

Sec. 51.34 What will the Director do if a selected preferred offeror does not timely execute the new concession contract?

If a selected preferred offeror fails to execute the concession contract in the time period specified by the Director, the Director either will select for award of the concession contract the offeror that submitted the best responsive proposal, or will cancel the solicitation and may resolicit the concession contract but only without recognition of a preferred offeror or right of preference.

Sec. 51.35 What happens to a right of preference if the Director receives no responsive proposals?

If the Director receives no responsive proposals, including a responsive proposal from a preferred offeror, in response to a prospectus for a qualified concession contract for which a preferred offeror exists, the Director must cancel the solicitation and may resolicit the concession contract or take other appropriate action in accordance with this part. No right of preference will apply to a concession contract resolicited under this section unless the contract is resolicited upon terms and conditions materially more favorable to offerors than those contained in the original contract.

#### Subpart F--Determining a Preferred Offeror

Sec. 51.36 What conditions must be met before the Director determines that a concessioner is a preferred offeror?

A concessioner is a preferred offeror if the Director determines that the following conditions are met:

- (a) The concessioner was a satisfactory concessioner during the term of its concession contract as determined under this part;
- (b) The applicable new contract is a qualified concession contract as determined under this part; and
- (c) If applicable, the concessioner's previous concession contract was an outfitter and guide concession contract as determined under this part.

Sec. 51.37 How will the Director determine that a new concession contract is a qualified concession contract?

A new concession contract is a qualified concession contract if the Director determines that:

- (a) The new concession contract provides for the continuation of the visitor services authorized under a previous concession contract. The visitor services to be continued under the new contract may be expanded or diminished in scope but, for purposes of a qualified concession contract, may not materially differ in nature and type from those authorized under the previous concession contract; and either
- (b) The new concession contract that is to replace the previous concession contract is estimated to result in, as determined by the Director, annual gross receipts of less than \$500,000 in the first 12 months of its term; or
- (c) The new concession contract is an outfitter and guide concession contract as described in this part.

Sec. 51.38 How will the Director determine that a concession contract is an outfitter and guide concession contract?

The Director will determine that a concession contract is an outfitter and guide concession contract if the Director determines that:

- (a) The concession contract solely authorizes or requires (except for park area access purposes) the conduct of specialized outdoor recreation guide services in the backcountry of a park area; and
- (b) The conduct of operations under the concession contract requires employment of specially trained and experienced guides to accompany park visitors who otherwise may not have the skills and equipment to engage in the activity and to provide a safe and enjoyable experience for these visitors.

Sec. 51.39 What are some examples of outfitter and guide concession contracts?

Outfitter and guide concession contracts may include, but are not limited to, concession contracts which solely authorize or require the guided conduct of river running, hunting (where otherwise lawful in a park area), fishing, horseback, camping, and mountaineering activities in the backcountry of a park area.

Sec. 51.40 What are some factors to be considered in determining that outfitter and guide operations are conducted in the backcountry?

Determinations as to whether outfitter and guide operations are conducted in the backcountry of a park area will be made on a park-by-park basis, taking into account the park area's particular geographic circumstances. Factors that generally may indicate that outfitter and guide operations are conducted in the backcountry of a park area include, without limitation, the fact that:

- (a) The operations occur in areas remote from roads and developed areas;
- (b) The operations are conducted within a designated natural area of a park area;
- (c) The operations occur in areas that are inaccessible by motorized vehicle;
- (d) The operations occur in areas where search and rescue support is not readily available; and
- (e) All or a substantial portion of the operations occur in designated or proposed wilderness areas.

Sec. 51.41 If the concession contract grants a compensable interest in real property improvements, will the Director find that the concession contract is an outfitter and guide concession contract?

The Director will find that a concession contract is not an outfitter and guide contract if the contract grants any compensable interest in real property improvements on lands owned by the United States within a park area

Sec. 51.42 Are there exceptions to this compensable interest prohibition?

Two exceptions to this compensable interest prohibition exist:

(a) The prohibition will not apply to real property improvements lawfully constructed by a concessioner with the written approval of the Director in accordance with the express terms of a 1965 Act concession contract; and

(b) The prohibition will not apply to real property improvements constructed and owned in fee simple by a concessioner or owned in fee simple by a concessioner's predecessor before the land on which they were constructed was included within the boundaries of the applicable park area.

Sec. 51.43 Who will make the determination that a concession contract is an outfitter and guide contract?

Only a Deputy Director or an Associate Director will make the determination that a concession contract is or is not an outfitter and guide contract.

Sec. 51.44 How will the Director determine if a concessioner was satisfactory for purposes of a right of preference?

To be a satisfactory concessioner for the purposes of a right of preference, the Director must determine that the concessioner operated satisfactorily on an overall basis during the term of its applicable concession contract, including extensions of the contract. The Director will base this determination in consideration of annual evaluations made by the Director of the concessioner's performance under the terms of the applicable concession contract and other relevant facts and circumstances. The Director must determine that a concessioner did not operate satisfactorily on an overall basis during the term of a concession contract if the annual evaluations of the concessioner made subsequent to May 17, 2000 are less than satisfactory for any two or more years of operation under the concession contract.

Sec. 51.45 Will a concessioner that has operated for less than the entire term of a concession contract be considered a satisfactory operator?

The Director will determine that a concessioner has operated satisfactorily on an overall basis during the term of a concession contract only if the concessioner (including a new concessioner resulting from an assignment as described in this part, including, without limit, an assignment of a controlling interest in a concessioner as defined in this part) has or will have operated for more than two years under a concession contract with a term of more than five years or for one year under a concession contract with a term of five years or less. For purposes of this section, a new concessioner's first day of operation under an assigned concession contract (or as a new concessioner after approval of an assignment of a controlling interest in a concessioner) will be the day the Director approves the assignment pursuant to this part. If the Director determines that an assignment was compelled by circumstances beyond the control of the assigning concessioner, the Director may make an exception to the requirements of this section.

Sec. 51.46 May the Director determine that a concessioner has not operated satisfactorily after a prospectus is issued?

The Director may determine that a concessioner has not operated satisfactorily on an overall basis during the term of a current concession contract, and therefore is not a preferred offeror, after a prospectus for a new contract has been issued and prior to the selection of the best proposal submitted in response to a prospectus. In circumstances where the usual time of an annual evaluation of a concessioner's performance may not occur until after the selection of the best proposal submitted in response to a prospectus, the Director will make an annual performance evaluation based on a shortened operations period prior to the selection of the best proposal. Such shorter operations period, however, must encompass at least 6 months of operations from the previous annual performance evaluation. In the event the concessioner receives a second less than satisfactory annual evaluation (including, without limitation, one based on a shortened operations period) May 17, 2000, the prospectus must be amended to delete a right of preference or canceled and reissued without recognition of a right of preference to the new concession contract.

Sec. 51.47 How does a person appeal a decision of the Director that a concessioner is or is not a preferred offeror?

(a) Except as stated in paragraph (b) of this section, any person may appeal to the Director a determination that a concessioner is or is not a preferred offeror for the purposes of a right of preference in renewal, including, without limitation, whether the applicable new concession contract is or is not a qualified concession contract as described in this part. This appeal must specify the grounds for the appeal and be received by the Director in writing no later than 30 days after the date of the determination. If applicable, the Director may extend the submission date for an appeal under this section upon request by the concessioner if the Director determines that good cause for an extension exists.

(b) The appeal provided by this section will not apply to determinations that a concessioner is not a preferred offeror as a consequence of two or more less than satisfactory annual evaluations as described in this part as the concessioner is given an opportunity to appeal those evaluations after they are made in accordance with applicable administrative guidelines.

(c) The Director must consider an appeal under this section personally or must authorize a Deputy Director or Associate Director to consider the appeal. The deciding official must prepare a written decision on the appeal, taking into account the content of the appeal, other written information available, and the requirements of this part. The written decision on the appeal must be issued by the date of selection of the best proposal submitted in response to a prospectus. If the appeal results in a concessioner being determined a preferred offeror, then the concessioner will have a right of preference to the qualified concession contract as described in and subject to the conditions of this part, including, but not limited to, the obligation to submit a responsive proposal pursuant to the terms of the related prospectus. If the appeal results in a determination that a concessioner is not a preferred offeror, no right of preference will apply to the award of the related concession contract and the award will be made in accordance with the requirements of this part.

(d) No person will be considered as having exhausted administrative remedies with respect to a determination by the Director that a concessioner is or is not a preferred offeror until the Director issues a written decision in response to an appeal submitted pursuant to this section, or, where applicable, pursuant to an appeal provided by the administrative guidelines described in paragraph (b) of this section. The decision of the Director is final agency action.



Sec. 51.48 What happens to a right of preference in the event of termination of a concession contract for unsatisfactory performance or other breach?

Nothing in this part will limit the right of the Director to terminate a concession contract pursuant to its terms at any time for less than satisfactory performance or otherwise. If a concession contract is terminated for less than satisfactory performance or other breach, the terminated concessioner, even if otherwise qualified, will not be eligible to be a preferred offeror. The fact that the Director may not have terminated a concession contract for less than satisfactory performance or other breach will not limit the authority of the Director to determine that a concessioner did not operate satisfactorily on an overall basis during the term of a concession contract.

Sec. 51.49 May the Director grant a right of preference except in accordance with this part?

The Director may not grant a concessioner or any other person a right of preference or any other form of entitlement of any nature to a new concession contract, except in accordance with this part or in accordance with 36 CFR part 13.

Sec. 51.50 Does the existence of a preferred offeror limit the authority of the Director to establish the terms of a concession contract?

The existence of a preferred offeror does not limit the authority of the Director to establish, in accordance with this part, the terms and conditions of a new concession contract, including, but not limited to, terms and conditions that modify the terms and conditions of a prior concession contract.

#### Subpart G--Leasehold Surrender Interest

Sec. 51.51 What special terms must I know to understand leasehold surrender interest?

To understand leasehold surrender interest, you must refer to these definitions, applicable in the singular or the plural, whenever these terms are used in this part:

Arbitration means binding arbitration conducted by an arbitration panel. All arbitration proceedings conducted under the authority of this subpart or subpart H of this part will utilize the following procedures unless otherwise agreed by the concessioner and the Director. One member of the arbitration panel will be selected by the concessioner, one member will be selected by the Director, and the third (neutral) member will be selected by the two party-appointed members. The neutral arbiter must be a licensed real estate appraiser. The expenses of the neutral arbiter and other associated common costs of the arbitration will be borne equally by the concessioner and the Director. The arbitration panel will adopt procedures that treat each party equally, give each party the opportunity to be heard, and give each party a fair opportunity to present its case. Adjudicative procedures are not encouraged but may be adopted by the panel if determined necessary in the circumstances of the dispute. Determinations must be made by a majority of the members of the panel and will be binding on the concessioner and the Director.

A capital improvement is a structure, fixture, or non-removable equipment provided by a concessioner pursuant to the terms of a concession contract and located on lands of the United States within a park area. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles,

boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in this part. Concession contracts may further describe, consistent with the limitations of this part and the 1998 Act, the nature and type of specific capital improvements in which a concessioner may obtain a leasehold surrender interest.

Construction cost of a capital improvement means the total of the incurred eligible direct and indirect costs necessary for constructing or installing the capital improvement that are capitalized by the concessioner in accordance with Generally Accepted Accounting Principals (GAAP). The term “construct” or “construction” as used in this part also means “install” or “installation” of fixtures where applicable.

Consumer Price Index means the national “Consumer Price Index--All Urban Consumers” published by the Department of Labor. If this index ceases to be published, the Director will designate another regularly published cost-of-living index approximating the national Consumer Price Index.

Depreciation means the loss of value in a capital improvement as evidenced by the condition and prospective serviceability of the capital improvement in comparison with a new unit of like kind.

Eligible direct costs means the sum of all incurred capitalized costs (in amounts no higher than those prevailing in the locality of the project), that are necessary both for the construction of a capital improvement and are typically elements of a construction contract. Eligible direct costs may include, without limitation, the costs of (if capitalized in accordance with GAAP and in amounts no higher than those prevailing in the locality of the project): building permits; materials, products and equipment used in construction; labor used in construction; security during construction; contractor's shack and temporary fencing; material storage facilities; power line installation and utility costs during construction; performance bonds; and contractor's (and subcontractor's) profit and overhead (including job supervision, worker's compensation insurance and fire, liability, and unemployment insurance).

Eligible indirect costs means, except as provided in the last sentence of this definition, the sum of all other incurred capitalized costs (in amounts no higher than those prevailing in the locality of the project) necessary for the construction of a capital improvement. Eligible indirect costs may include, without limitation, the costs of (if capitalized in accordance with GAAP and in amounts no higher than those prevailing in the locality of the project): architectural and engineering fees for plans, plan checks; surveys to establish building lines and grades; environmental studies; if the project is financed, the points, fees or service charges and interest on construction loans; all risk insurance expenses and ad valorem taxes during construction. The actual capitalized administrative expenses (in amounts no higher than those prevailing in the locality of the project) of the concessioner for direct, on-site construction inspection are eligible indirect costs. Other administrative expenses of the concessioner are not eligible indirect costs.

Fixtures and non-removable equipment are manufactured items of personal property of independent form and utility necessary for the basic functioning of a structure that are affixed to and considered to be part of the structure such that title is with the Director as real property once installed. Fixtures and non-removable equipment do not include building materials (e.g., wallboard, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, paint, etc.). Because of their special circumstances, floating docks (but not other types of floating property) constructed by a concessioner pursuant to the terms of a leasehold surrender interest concession contract are considered to be non-removable equipment for leasehold surrender interest purposes only. Except as otherwise indicated in this part, the term “fixture” as used in this part includes the term “non-removable equipment.”

Leasehold surrender interest solely means a right to payment in accordance with this part for related capital improvements that a concessioner makes or provides within a park area on lands owned by the United States pursuant to this part and under the terms and conditions of an applicable concession contract. The existence of a leasehold surrender interest does not give the concessioner, or any other person, any right to conduct business in a park area, to utilize the related capital improvements, or to prevent the Director or another person from utilizing the related capital improvements. The existence of a

leasehold surrender interest does not include any interest in the land on which the related capital improvements are located.

Leasehold surrender interest concession contract means a concession contract that provides for leasehold surrender interest in capital improvements.

Leasehold surrender interest value means the amount of compensation a concessioner is entitled to be paid for a leasehold surrender interest in capital improvements in accordance with this part. Unless otherwise provided by the terms of a leasehold surrender interest concession contract under the authority of section 405(a)(4) of the 1998 Act, leasehold surrender interest value in existing capital improvements is an amount equal to:

- (1) The initial construction cost of the related capital improvement;
- (2) Adjusted by (increased or decreased) the same percentage increase or decrease as the percentage increase or decrease in the Consumer Price Index from the date the Director approves the substantial completion of the construction of the related capital improvement to the date of payment of the leasehold surrender interest value;
- (3) Less depreciation of the related capital improvement on the basis of its condition as of the date of termination or expiration of the applicable leasehold surrender interest concession contract, or, if applicable, the date on which a concessioner ceases to utilize a related capital improvement (e.g., where the related capital improvement is taken out of service by the Director pursuant to the terms of a concession contract).

Major rehabilitation means a planned, comprehensive rehabilitation of an existing structure that:

- (1) The Director approves in advance and determines is completed within 18 months from start of the rehabilitation work (unless a longer period of time is approved by the Director in special circumstances); and

- (2) The construction cost of which exceeds fifty percent of the pre-rehabilitation value of the structure.

Pre-rehabilitation value of an existing structure means the replacement cost of the structure less depreciation.

Real property improvements means real property other than land, including, but not limited to, capital improvements.

Related capital improvement or related fixture means a capital improvement in which a concessioner has a leasehold surrender interest.

Replacement cost means the estimated cost to reconstruct, at current prices, an existing structure with utility equivalent to the existing structure, using modern materials and current standards, design and layout.

Structure means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g., water, power and sewer lines) and constructed site improvements (e.g., paved roads, retaining walls, sidewalks, paved driveways, paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.

Substantial completion of a capital improvement means the condition of a capital improvement construction project when the project is substantially complete and ready for use and/or occupancy.

## Sec. 51.52 How do I obtain a leasehold surrender interest?

Leasehold surrender interest concession contracts will contain appropriate leasehold surrender interest terms and conditions consistent with this part. A concessioner will obtain leasehold surrender interest in capital improvements constructed in accordance with this part and the leasehold surrender interest terms and conditions of an applicable leasehold surrender interest concession contract.

Sec. 51.53 When may the Director authorize the construction of a capital improvement?

The Director may only authorize or require a concessioner to construct capital improvements on park lands in accordance with this part and under the terms and conditions of a leasehold surrender interest concession contract for the conduct by the concessioner of visitor services, including, without limitation, the construction of capital improvements necessary for the conduct of visitor services.

Sec. 51.54 What must a concessioner do before beginning to construct a capital improvement?

Before beginning to construct any capital improvement, the concessioner must obtain written approval from the Director in accordance with the terms of its leasehold surrender interest concession contract. The request for approval must include appropriate plans and specifications for the capital improvement and any other information that the Director may specify. The request must also include an estimate of the total construction cost of the capital improvement. The estimate of the total construction cost must specify all elements of the cost in such detail as is necessary to permit the Director to determine that they are elements of construction cost as defined in this part. (The approval requirements of this and other sections of this part also apply to any change orders to a capital improvement project and to any additions to a structure or replacement of fixtures as described in this part.)

Sec. 51.55 What must a concessioner do after substantial completion of the capital improvement?

Upon substantial completion of the construction of a capital improvement in which the concessioner is to obtain a leasehold surrender interest, the concessioner must provide the Director a detailed construction report. The construction report must be supported by actual invoices of the capital improvement's construction cost together with, if requested by the Director, a written certification from a certified public accountant. The construction report must document, and any requested certification by the certified public accountant must certify, that all components of the construction cost were incurred and capitalized by the concessioner in accordance with GAAP, and that all components are eligible direct or indirect construction costs as defined in this part. Invoices for additional construction costs of elements of the project that were not completed as of the date of substantial completion may subsequently be submitted to the Director for inclusion in the project's construction cost.

Sec. 51.56 How will the construction cost for purposes of leasehold surrender interest value be determined?

After receiving the detailed construction report (and certification, if requested), from the concessioner, the Director will review the report, certification and other information as appropriate to determine that the reported construction cost is consistent with the construction cost approved by the Director in advance of the construction and that all costs included in the construction cost are eligible direct or indirect costs as defined in this part. The construction cost determined by the Director will be the construction cost for purposes of the leasehold surrender interest value in the related capital improvement unless the Concessioner requests arbitration of the construction cost under Sec. 51.57. The Director may at any time amend a construction cost determination (subject to arbitration under Sec. 51.57) if the Director determines that it was based on false, misleading or incomplete information.

Sec. 51.57 How does a concessioner request arbitration of the construction cost of a capital improvement?

If a concessioner requests arbitration of the construction cost of a capital improvement determined by the Director, the request must be made in writing to the Director within 3 months of the date of the Director's determination of construction cost under Sec. 51.56. If a timely request is not made, the Director's determination of construction cost under Sec. 51.56 shall be the final determination of the construction cost. The arbitration procedures are described in Sec. 51.51. The decision of the arbitration panel as to the construction cost of the capital improvement will be binding on the concessioner and the Director.

Sec. 51.58 What actions may or must the concessioner take with respect to a leasehold surrender interest?

The concessioner:

- (a) May encumber a leasehold surrender interest in accordance with this part, but only for the purposes specified in this part;
- (b) Where applicable, must transfer in accordance with this part its leasehold surrender interest in connection with any assignment, termination or expiration of the concession contract; and
- (c) May relinquish or waive a leasehold surrender interest.

Sec. 51.59 Will a leasehold surrender interest be extinguished by expiration or termination of a leasehold surrender interest concession contract or may it be taken for public use?

A leasehold surrender interest may not be extinguished by the expiration or termination of a concession contract and a leasehold surrender interest may not be taken for public use except on payment of just compensation. Payment of leasehold surrender interest value pursuant to this part will constitute the payment of just compensation for leasehold surrender interest within the meaning of this part and for all other purposes.

Sec. 51.60 How will a new concession contract awarded to an existing concessioner treat a leasehold surrender interest obtained under a prior concession contract?

When a concessioner under a leasehold surrender interest concession contract is awarded a new concession contract by the Director, and the new concession contract continues a leasehold surrender interest in related capital improvements, then the concessioner's leasehold surrender interest value (established as of the date of expiration or termination of its prior concession contract) in the related capital improvements will be continued as the initial value (instead of initial construction cost) of the concessioner's leasehold surrender interest under the terms of the new concession contract. No compensation will be due the concessioner for its leasehold surrender interest or otherwise in these circumstances except as provided by this part.

Sec. 51.61 How is an existing concessioner who is not awarded a new concession contract paid for a leasehold surrender interest?

(a) When a concessioner is not awarded a new concession contract after expiration or termination of a leasehold surrender interest concession contract, or, the concessioner, prior to such termination or expiration, ceases to utilize under the terms of a concession contract capital improvements in which the concessioner has a leasehold surrender interest, the concessioner will be entitled to be paid its leasehold surrender interest value in the related capital improvements. The leasehold surrender interest will not be transferred until payment of the leasehold surrender interest value. The date for payment of the leasehold surrender interest value, except in special circumstances beyond the Director's control, will be the date of expiration or termination of the leasehold surrender interest contract, or the date the concessioner ceases to utilize related capital improvements under the terms of a concession contract. Depreciation of the related capital improvements will be established as of the date of expiration or termination of the concession contract, or, if applicable, the date the concessioner ceases to utilize the capital improvements under the terms of a concession contract.

(b) In the event that extraordinary circumstances beyond the control of the Director prevent the Director from making the leasehold surrender interest value payment as of the date of expiration or termination of the leasehold surrender interest concession contract, or, as of the date a concessioner ceases to utilize related capital improvements under the terms of a concession contract, the payment when made will include interest on the amount that was due on the date of expiration or termination of the concession contract or cessation of use for the period after the payment was due until payment is made (in addition to the inclusion of a continuing Consumer Price Index adjustment until the date payment is made). The rate of interest will be the applicable rate of interest established by law for overdue obligations of the United States. The payment for a leasehold surrender interest value will be made within one year after the expiration or termination of the concession contract or the cessation of use of related capital improvements under the terms of a concession contract.

Sec. 51.62 What is the process to determine the leasehold surrender interest value when the concessioner does not seek or is not awarded a new concession contract?

Leasehold surrender interest concession contracts must contain provisions under which the Director and the concessioner will seek to agree in advance of the expiration or other termination of the concession contract as to what the concessioner's leasehold surrender interest value will be on a unit-by-unit basis as of the date of expiration or termination of the concession contract. In the event that agreement cannot be reached, the provisions of the leasehold surrender interest concession contract must provide for arbitration as to the leasehold surrender interest values upon request of the Director or the concessioner. The arbitration procedures are described in Section 51.51. A prior decision as to the construction cost of capital improvements made by the Director or by an arbitration panel in accordance with this part are final and not subject to further arbitration.

Sec. 51.63 When a new concessioner pays a prior concessioner for a leasehold surrender interest, what is the leasehold surrender interest in the related capital improvements for purposes of a new concession contract?

A new leasehold surrender interest concession contract awarded to a new concessioner will require the new concessioner to pay the prior concessioner its leasehold surrender interest value in existing capital improvements as determined under Sec. 51.62. The new concessioner upon payment will have a leasehold surrender interest in the related capital improvements on a unit-by-unit basis under the terms of the new leasehold surrender interest contract. Instead of initial construction cost, the initial value of such leasehold surrender interest will be the leasehold surrender interest value that the new concessioner was required to pay the prior concessioner.

Sec. 51.64 May the concessioner gain additional leasehold surrender interest by undertaking a major rehabilitation or adding to a structure in which the concessioner has a leasehold surrender interest?

A concessioner that, with the written approval of the Director, undertakes a major rehabilitation or adds a new structure (e.g., a new wing to an existing building or an extension of an existing sidewalk) to an existing structure in which the concessioner has a leasehold surrender interest, will increase its leasehold surrender interest in the related structure, effective as of the date of substantial completion of the major rehabilitation or new structure, by the construction cost of the major rehabilitation or new structure. The Consumer Price Index adjustment for leasehold surrender interest value purposes will apply to the construction cost as of the date of substantial completion of the major rehabilitation or new structure. Approvals for major rehabilitations and additions to structures are subject to the same requirements and conditions applicable to new construction as described in this part.

Sec. 51.65 May the concessioner gain additional leasehold surrender interest by replacing a fixture in which the concessioner has a leasehold surrender interest?

A concessioner that replaces an existing fixture in which the concessioner has a leasehold surrender interest with a new fixture will increase its leasehold surrender interest by the amount of the construction cost of the replacement fixture less the construction cost of the replaced fixture.

Sec. 51.66 Under what conditions will a concessioner obtain a leasehold surrender interest in existing real property improvements in which no leasehold surrender interest exists?

(a) A concession contract may require the concessioner to replace fixtures in real property improvements in which there is no leasehold surrender interest (e.g., fixtures attached to an existing government facility assigned by the Director to the concessioner). A leasehold surrender interest will be obtained by the concessioner in such fixtures subject to the approval and determination of construction cost and other conditions contained in this part.

(b) A concession contract may require the concessioner to undertake a major rehabilitation of a structure in which there is no leasehold surrender interest (e.g., a government-constructed facility assigned to the concessioner). Upon substantial completion of the major rehabilitation, the concessioner will obtain a leasehold surrender interest in the structure. The initial construction cost of this leasehold surrender interest will be the construction cost of the major rehabilitation. Depreciation for purposes of leasehold surrender interest value will apply only to the rehabilitated components of the related structure.

Sec. 51.67 Will a concessioner obtain leasehold surrender interest as a result of repair and maintenance of real property improvements?

A concessioner will not obtain initial or increased leasehold surrender interest as a result of repair and maintenance of real property improvements unless a repair and maintenance project is a major rehabilitation.

Subpart H--Possessory Interest

Sec. 51.68 If a concessioner under a 1965 Act concession contract is not awarded a new concession contract, how will a concessioner that has a possessory interest receive compensation for its possessory interest?

A concessioner that has possessory interest in real property improvements pursuant to the terms of a 1965 Act concession contract, will, if the prior concessioner does not seek or is not awarded a new concession contract upon expiration or other termination of its 1965 Act concession contract, be entitled to receive compensation for its possessory interest in the amount and manner described by the possessory interest concession contract. The concessioner shall also be entitled to receive all other compensation, including any compensation for property in which there is no possessory interest, to the extent and in the manner that the possessory interest contract may provide.

Sec. 51.69 What happens if there is a dispute between the new concessioner and a prior concessioner as to the value of the prior concessioner's possessory interest?

In case of a dispute between a new concessioner and a prior concessioner as to the value of the prior concessioner's possessory interest, the dispute will be resolved under the procedures contained in the possessory interest concession contract. A new concessioner will not agree on the value of a prior concessioner's possessory interest without the prior written approval of the Director unless the value is determined through the binding determination process required by the possessory interest concession contract. The Director's written approval is to ensure that the value is consistent with the terms and conditions of the possessory interest concession contract. If a new concessioner and a prior concessioner engage in a binding process to resolve a dispute as to the value of the prior concessioner's possessory interest, the new concessioner must allow the Director to assist the new concessioner in the dispute process to the extent requested by the Director. Nothing in this section may be construed as limiting the rights of the prior concessioner to be paid for its possessory interest or other property by a new concessioner in accordance with the terms of its concession contract.

Sec. 51.70 If a concessioner under a 1965 Act concession contract is awarded a new concession contract, what happens to the concessioner's possessory interest?

In the event a concessioner under a 1965 Act concession contract is awarded a new concession contract replacing a possessory interest concession contract, the concessioner will obtain a leasehold surrender interest in its existing possessory interest real property improvements under the terms of the new concession contract. The concessioner will carry over as the initial value of such leasehold surrender interest (instead of initial construction cost) an amount equal to the value of its possessory interest in real property improvements as of the expiration or other termination of its possessory interest contract. This leasehold surrender interest will apply to the concessioner's possessory interest in real property improvements even if the real property improvements are not capital improvements as defined in this part. In the event that the concessioner had a possessory interest in only a portion of a structure, depreciation for purposes of leasehold surrender interest value under the new concession contract will apply only to the portion of the structure to which the possessory interest applied. The concessioner and the Director will seek to agree on an allocation of the leasehold surrender interest value on a unit by unit basis.

Sec. 51.71 What is the process to be followed if there is a dispute between the prior concessioner and the Director as to the value of possessory interest?



Unless other procedures are agreed to by the concessioner and the Director, in the event that a concessioner under a possessory interest concession contract is awarded a new concession contract and there is a dispute between the concessioner and the Director as to the value of such possessory interest, or, a dispute as to the allocation of an established overall possessory interest value on a unit by unit basis, the value and/or allocation will be established by arbitration in accordance with the terms and conditions of this part. The arbitration procedures are described in Sec. 51.51.

Sec. 51.72 If a new concessioner is awarded the contract, what is the relationship between leasehold surrender interest and possessory interest?

If a new concessioner is awarded a leasehold surrender interest concession contract and is required to pay a prior concessioner for possessory interest in real property improvements, the new concessioner will have a leasehold surrender interest in the real property improvements under the terms of its new concession contract. The initial value of the leasehold surrender interest (instead of initial construction cost) will be the value of the possessory interest as of the expiration or other termination of the 1965 Act possessory interest concession contract. This leasehold surrender interest will apply even if the related possessory interest real property improvements are not capital improvements as defined in this part. In the event a new concessioner obtains a leasehold surrender interest in only a portion of a structure as a result of the acquisition of a possessory interest from a prior concessioner, depreciation for purposes of leasehold surrender interest value will apply only to the portion of the structure to which the possessory interest applied.

#### Subpart I--Concession Contract Provisions

Sec. 51.73 What is the term of a concession contract?

A concession contract will generally be awarded for a term of 10 years or less unless the Director determines that the contract terms and conditions, including the required construction of capital improvements, warrant a longer term. It is the policy of the Director under these requirements that the term of concession contracts should be as short as is prudent, taking into account the financial requirements of the concession contract, resource protection and visitor needs, and other factors the Director may deem appropriate. In no event will a concession contract have a term of more than 20 years (unless extended in accordance with this part).

Sec. 51.74 When may a concession contract be terminated by the Director?

Concession contracts will contain appropriate provisions for suspension of operations under a concession contract and for termination of a concession contract by the Director for default, including, without limitation, unsatisfactory performance, or termination when necessary to achieve the purposes of the 1998 Act. The purposes of the 1998 Act include, but are not limited to, protecting, conserving, and preserving park area resources and providing necessary and appropriate visitor services in park areas.

Sec. 51.75 May the Director segment or split concession contracts?

The Director may not segment or otherwise split visitor services authorized or required under a single concession contract into separate concession contracts if the purpose of such action is to establish a concession contract with anticipated annual gross receipts of less than \$500,000.

Sec. 51.76 May the Director include in a concession contract or otherwise grant a concessioner a preferential right to provide new or additional visitor services?

The Director may not include a provision in a concession contract or otherwise grant a concessioner a preferential right to provide new or additional visitor services under the terms of a concession contract or otherwise. For the purpose of this section, a “preferential right to new or additional services” means a right of a concessioner to a preference (in the nature of a right of first refusal or otherwise) to provide new or additional visitor services in a park area beyond those already provided by the concessioner under the terms of a concession contract. A concession contract may be amended to authorize the concessioner to provide minor additional visitor services that are a reasonable extension of the existing services. A concessioner that is allocated park area entrance, user days or similar resource use allocations for the purposes of a concession contract will not obtain any contractual or other rights to continuation of a particular allocation level pursuant to the terms of a concession contract or otherwise. Such allocations will be made, withdrawn and/or adjusted by the Director from time to time in furtherance of the purposes of this part.

Sec. 51.77 Will a concession contract provide a concessioner an exclusive right to provide visitor services?

Concession contracts will not provide in any manner an exclusive right to provide all or certain types of visitor services in a park area. The Director may limit the number of concession contracts to be awarded for the conduct of visitor services in a particular park area in furtherance of the purposes described in this part.

Sec. 51.78 Will a concession contract require a franchise fee and will the franchise fee be subject to adjustment?

(a) Concession contracts will provide for payment to the government of a franchise fee or other monetary consideration as determined by the Director upon consideration of the probable value to the concessioner of the privileges granted by the contract involved. This probable value will be based upon a reasonable opportunity for net profit in relation to capital invested and the obligations of the contract. Consideration of revenue to the United States shall be subordinate to the objectives of protecting and preserving park areas and of providing necessary and appropriate visitor services at reasonable rates.

(b) The franchise fee contained in a concession contract with a term of 5 years or less may not be adjusted during the term of the contract. Concession contracts with a term of more than 5 years will contain a provision that provides for adjustment of the contract's established franchise fee at the request of the concessioner or the Director. An adjustment will occur if the concessioner and the Director mutually determine that extraordinary, unanticipated changes occurred after the effective date of the contract that have affected or will significantly affect the probable value of the privileges granted by the contract. The concession contract will provide for arbitration if the Director and a concessioner cannot agree upon an appropriate adjustment to the franchise fee that reflects the extraordinary, unanticipated changes determined by the concessioner and the Director.

Sec. 51.79 May the Director waive payment of a franchise fee or other payments?

The Director may not waive the concessioner's payment of a franchise fee or other payments or consideration required by a concession contract, except that a franchise fee may be waived in part by the Director pursuant to administrative guidelines that may allow for a partial franchise fee waiver in recognition of exceptional performance by a concessioner under the terms of a concession contract. A concessioner will have no right to require the partial waiver of a franchise fee under this authority or under any related administrative guidelines.

Sec. 51.80 How will the Director establish franchise fees for multiple outfitter and guide concession contracts in the same park area?

If the Director awards more than one outfitter and guide concession contract that authorizes or requires the concessioners to provide the same or similar visitor services at the same approximate location or utilizing the same resource within a single park area, the Director will establish franchise fees for those concession contracts that are comparable. In establishing these comparable franchise fees, the Director will take into account, as appropriate, variations in the nature and type of visitor services authorized by particular concession contracts, including, but not limited to, length of the visitor experience, type of equipment utilized, relative expense levels, and other relevant factors. The terms and conditions of an existing concession contract will not be subject to modification or open to renegotiation by the Director because of the award of a new concession contract at the same approximate location or utilizing the same resource.

Sec. 51.81 May the Director include "special account" provisions in concession contracts?

(a) The Director may not include in concession contracts "special account" provisions, that is, contract provisions which require or authorize a concessioner to undertake with a specified percentage of the concessioner's gross receipts the construction of real property improvements, including, without limitation, capital improvements on park lands. The construction of capital improvements will be undertaken only pursuant to the leasehold surrender interest provisions of this part and the applicable concession contract.

(b) Concession contracts may contain provisions that require the concessioner to set aside a percentage of its gross receipts or other funds in a repair and maintenance reserve to be used at the direction of the Director solely for maintenance and repair of real property improvements located in park areas and utilized by the concessioner in its operations. Repair and maintenance reserve funds may not be expended to construct real property improvements, including, without limitation, capital improvements. Repair and maintenance reserve provisions may not be included in concession contracts in lieu of a franchise fee, and funds from the reserves will be expended only for the repair and maintenance of real property improvements assigned to the concessioner by the Director for use in its operations.

(c) A concession contract must require the concessioner to maintain in good condition through a comprehensive repair and maintenance program all of the concessioner's personal property used in the performance of the concession contract and all real property improvements, including, without limitation, capital improvements, and, government personal property, assigned to the concessioner by a concession contract.

Sec. 51.82 Are a concessioner's rates required to be reasonable and subject to approval by the Director?

(a) Concession contracts will permit the concessioner to set reasonable and appropriate rates and charges for visitor services provided to the public, subject to approval by the Director.

(b) Unless otherwise provided in a concession contract, the reasonableness of a concessioner's rates and charges to the public will be determined primarily by comparison with those rates and charges for facilities and services of comparable character under similar conditions, with due consideration of the following factors and other factors deemed relevant by the Director: Length of season; peakloads; average percentage of occupancy; accessibility; availability and costs of labor and materials; and types of patronage. Such rates and charges may not exceed the market rates and charges for comparable facilities, goods, and services, after taking these factors into consideration.

Sec. 51.83 Handicrafts. [Reserved]

#### Subpart J--Assignment or Encumbrance of Concession Contracts

Sec. 51.84 What special terms must I know to understand this part?

To understand this subpart specifically and this part in general you must refer to these definitions, applicable in the singular or plural, whenever the terms are used in this part.

A controlling interest in a concession contract means an interest, beneficial or otherwise, that permits the exercise of managerial authority over a concessioner's performance under the terms of the concession contract and/or decisions regarding the rights and liabilities of the concessioner.

A controlling interest in a concessioner means, in the case of corporate concessioners, an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the concessioner or related entities that permits the exercise of managerial authority over the actions and operations of the concessioner. A "controlling interest" in a concessioner also means, in the case of corporate concessioners, an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the concessioner or related entities to permit the election of a majority of the Board of Directors of the concessioner. The term "controlling interest" in a concessioner, in the instance of a partnership, limited partnership, joint venture, other business organization or individual entrepreneurship, means ownership or beneficial ownership of the assets of the concessioner that permits the exercise of managerial authority over the actions and operations of the concessioner.

Rights to operate and/or manage under a concession contract means any arrangement where the concessioner employs or contracts with a third party to operate and/or manage the performance of a concession contract (or any portion thereof). This does not apply to arrangements with an individual employee.

Subconcessioner means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.

Sec. 51.85 What assignments require the approval of the Director?

The concessioner may not assign, sell, convey, grant, contract for, or otherwise transfer (such transactions collectively referred to as "assignments" for purposes of this part), without the prior written approval of the Director, any of the following:

(a) Any concession contract;

- (b) Any rights to operate under or manage the performance of a concession contract as a subconcessioner or otherwise;
- (c) Any controlling interest in a concessioner or concession contract; or
- (d) Any leasehold surrender interest or possessory interest obtained under a concession contract.

Sec. 51.86 What encumbrances require the approval of the Director?

The concessioner may not encumber, pledge, mortgage or otherwise provide as a security interest for any purpose (such transactions collectively referred to as “encumbrances” for purposes of this part), without the prior written approval of the Director, any of the following:

- (a) Any concession contract;
- (b) Any rights to operate under or manage performance under a concession contract as a subconcessioner or otherwise;
- (c) Any controlling interest in a concessioner or concession contract; or
- (d) Any leasehold surrender interest or possessory interest obtained under a concession contract.

Sec. 51.87 Does the concessioner have an unconditional right to receive the Director's approval of an assignment or encumbrance?

No, approvals of assignments or encumbrances are subject to the following determinations by the Director:

- (a) That the purpose of a leasehold surrender interest or possessory interest encumbrance is either to finance the construction of capital improvements under the applicable concession contract in the applicable park area or to finance the purchase of the applicable concession contract. An encumbrance of a leasehold surrender interest or possessory interest may not be made for any other purpose, including, but not limited to, providing collateral for other debt of a concessioner, the parent of a concessioner, or an entity related to a concessioner;
- (b) That the encumbrance does not purport to provide the creditor or assignee any rights beyond those provided by the applicable concession contract, including, but not limited to, any rights to conduct business in a park area except in strict accordance with the terms and conditions of the applicable concession contract;
- (c) That the encumbrance does not purport to permit a creditor or assignee of a creditor, in the event of default or otherwise, to begin operations under the applicable concession contract or through a designated operator unless and until the Director determines that the proposed operator is a qualified person as defined in this part;
- (d) That an assignment or encumbrance does not purport to assign or encumber assets that are not owned by the concessioner, including, without limitation, park area entrance, user day, or similar use allocations made by the Director;
- (e) That the assignment is to a qualified person as defined in this part;
- (f) That the assignment or encumbrance would not have an adverse impact on the protection, conservation or preservation of park resources;
- (g) That the assignment or encumbrance would not have an adverse impact on the provision of necessary and appropriate facilities and services to visitors at reasonable rates and charges; and
- (h) That the terms of the assignment or encumbrance are not likely, directly or indirectly, to reduce an existing or new concessioner's opportunity to earn a reasonable profit over the remaining term of the applicable concession contract, to affect adversely the quality of facilities and services provided by the concessioner, or result in a need for increased rates and charges to the public to maintain the quality of concession facilities and services.

Sec. 51.88 What happens if an assignment or encumbrance is completed without the approval of the Director?

Assignments or encumbrances completed without the prior written approval of the Director will be considered as null and void and a material breach of the applicable concession contract which may result in termination of the contract for cause. No person will obtain any valid or enforceable rights in a concessioner, in a concession contract, or to operate or manage under a concession contract as a subconcessioner or otherwise, or to leasehold surrender interest or possessory interest, if acquired in violation of the requirements in this subpart.

Sec. 51.89 What happens if there is a default on an encumbrance approved by the Director?

In the event of default on an encumbrance approved by the Director in accordance with this part, the creditor, or an assignee of the creditor, may succeed to the interests of the concessioner only to the extent provided by the approved encumbrance, this part and the terms and conditions of the applicable concession contract.

Sec. 51.90 How does the concessioner get the Director's approval before making an assignment or encumbrance?

Before completing any assignment or encumbrance which may be considered to be the type of transaction described in this part, including, but not limited to, the assignment or encumbrance of what may be a controlling interest in a concessioner or a concession contract, the concessioner must apply in writing for approval of the transaction by the Director.

Sec. 51.91 What information may the Director require in the application?

An application for the Director's approval of an assignment or encumbrance will include, to the extent required by the Director in the circumstances of the transaction, the following information in such detail as the Director may specify in order to make the determinations required by this subpart:

- (a) All instruments proposed to implement the transaction;
- (b) An opinion of counsel to the effect that the proposed transaction is lawful under all applicable federal and state laws;
- (c) A narrative description of the proposed transaction;
- (d) A statement as to the existence and nature of any litigation relating to the proposed transaction;
- (e) A description of the management qualifications, financial background, and financing and operational plans of any proposed transferee;
- (f) A detailed description of all financial aspects of the proposed transaction;
- (g) Prospective financial statements (proformas);
- (h) A schedule that allocates in detail the purchase price (or, in the case of a transaction other than an asset purchase, the valuation) of all assets assigned or encumbered. In addition, the applicant must provide a description of the basis for all allocations and ownership of all assets; and
- (i) Such other information as the Director may require to make the determinations required by this subpart.

Sec. 51.92 What are standard proformas?

Concessioners are encouraged to submit standard prospective financial statements (proformas) pursuant to this part. A “standard proforma” is one that:

(a) Provides projections, including revenues and expenses that are consistent with the concessioner's past operating history unless the proforma is accompanied by a narrative that describes why differing expectations are achievable and realistic;

(b) Assumes that any loan related to an assignment or encumbrance will be paid in full by the expiration of the concession contract unless the proforma contains a narrative description as to why an extended loan period is consistent with an opportunity for reasonable profit over the remaining term of the concession contract. The narrative description must include, but is not limited to, identification of the loan's collateral after expiration of the concession contract; and

(c) Assumes amortization of any intangible assets assigned or encumbered as a result of the transaction over the remaining term of the concession contract unless the proforma contains a narrative description as to why such extended amortization period is consistent with an opportunity for reasonable profit over the remaining term of the concession contract.

Sec. 51.93 If the transaction includes more than one concession contract, how must required information be provided?

In circumstances of an assignment or encumbrance that includes more than one concession contract, the concessioner must provide the information described in this subpart on a contract by contract basis.

Sec. 51.94 What information will the Director consider when deciding to approve a transaction?

In deciding whether to approve an assignment or encumbrance, the Director will consider the proformas, all other information submitted by the concessioner, and other information available to the Director.

Sec. 51.95 Does the Director's approval of an assignment or encumbrance include any representations of any nature?

In approving an assignment or encumbrance, the Director has no duty to inform any person of any information the Director may have relating to the concession contract, the park area, or other matters relevant to the concession contract or the assignment or encumbrance. In addition, in approving an assignment or encumbrance, the Director makes no representations of any nature to any person about any matter, including, but not limited to, the value, allocation, or potential profitability of any concession contract or assets of a concessioner. No approval of an assignment or encumbrance may be construed as altering the terms and conditions of the applicable concession contract unless expressly so stated by the Director in writing.

Sec. 51.96 May the Director amend or extend a concession contract for the purpose of facilitating a transaction?

The Director may not amend or extend a concession contract for the purpose of facilitating an assignment or encumbrance. The Director may not make commitments regarding rates to the public,

contract extensions, concession contract terms and conditions, or any other matter, for the purpose of facilitating an assignment or encumbrance.

Sec. 51.97 May the Director open to renegotiation or modify the terms of a concession contract as a condition to the approval of a transaction?

The Director may not open to renegotiation or modify the terms and conditions of a concession contract as a condition to the approval of an assignment or encumbrance. The exception is if the Director determines that renegotiation or modification is required to avoid an adverse impact on the protection, conservation or preservation of the resources of a park area or an adverse impact on the provision of necessary and appropriate visitor services at reasonable rates and charges.

#### Subpart K--Information and Access to Information

Sec. 51.98 What records must the concessioner keep and what access does the Director have to records?

A concessioner (and any subconcessioner) must keep any records that the Director may require for the term of the concession contract and for five calendar years after the termination or expiration of the concession contract to enable the Director to determine that all terms of the concession contract are or were faithfully performed. The Director and any duly authorized representative of the Director must, for the purpose of audit and examination, have access to all pertinent records, books, documents, and papers of the concessioner, subconcessioner and any parent or affiliate of the concessioner (but with respect to parents and affiliates, only to the extent necessary to confirm the validity and performance of any representations or commitments made to the Director by a parent or affiliate of the concessioner).

Sec. 51.99 What access to concessioner records will the Comptroller General have?

The Comptroller General or any duly authorized representative of the Comptroller General must, until the expiration of five calendar years after the close of the business year of each concessioner (or subconcessioner), have access to and the right to examine all pertinent books, papers, documents and records of the concessioner, subconcessioner and any parent or affiliate of the concessioner (but with respect to parents and affiliates only to the extent necessary to confirm the validity and performance of any representations or commitments made to the Director by the parent or affiliate of the concessioner).

Sec. 51.100 When will the Director make proposals and evaluation documents publicly available?

In the interest of enhancing competition for concession contracts, the Director will not make publicly available proposals submitted in response to a prospectus or documents generated by the Director in evaluating such proposals, until the date that the new concession contract solicited by the prospectus is awarded. At that time, the Director may or will make the proposals and documents publicly available in accordance with applicable law.

#### Subpart L--The Effect of the 1998 Act's Repeal of the 1965 Act



Sec. 51.101 Did the 1998 Act repeal the 1965 Act?

Section 415 of the 1998 Act repealed the 1965 Act and related laws as of November 13, 1998. This repeal did not affect the validity of any 1965 Act concession contract. The provisions of this part apply to all 1965 Act concession contracts except to the extent that such provisions are inconsistent with terms and conditions of a 1965 Act concession contract.

Sec. 51.102 What is the effect of the 1998 Act's repeal of the 1965 Act's preference in renewal?

(a) Section 5 of the 1965 Act required the Secretary to give existing satisfactory concessioners a preference in the renewal (termed a "renewal preference" in the rest of this section) of its concession contract or permit. Section 415 of the 1998 Act repealed this statutory renewal preference as of November 13, 1998. It is the final decision of the Director, subject to the right of appeal set forth in paragraph (b) of this section, that holders of 1965 Act concession contracts are not entitled to be given a renewal preference with respect to such contracts (although they may otherwise qualify for a right of preference regarding such contracts under Sections 403(7) and (8) of the 1998 Act as implemented in this part). However, if a concessioner holds an existing 1965 Act concession contract and the contract makes express reference to a renewal preference, the concessioner may appeal to the Director for recognition of a renewal preference.

(b) Such appeal must be in writing and be received by the Director no later than thirty days after the issuance of a prospectus for a concession contract under this part for which the concessioner asserts a renewal preference. The Director must make a decision on the appeal prior to the proposal submission date specified in the prospectus. Where applicable, the Director will give notice of this appeal to all potential offerors that requested a prospectus. The Director may delegate consideration of such appeals only to a Deputy or Associate Director. The deciding official must prepare a written decision on the appeal, taking into account the content of the appeal and other available information.

(c) If the appeal results in a determination by the Director that the 1965 Act concession contract in question makes express reference to a renewal preference under section 5 of the 1965 Act, the 1998 Act's repeal of section 5 of the 1965 Act was inconsistent with the terms and conditions of the concession contract, and that the holder of the concession contract in these circumstances is entitled to a renewal preference by operation of law, the Director will permit the concessioner to exercise a renewal preference for the contract subject to and in accordance with the otherwise applicable right of preference terms and conditions of this part, including, without limitation, the requirement for submission of a responsive proposal pursuant to the terms of an applicable prospectus. The Director, similarly, will permit any holder of a 1965 Act concession contract that a court of competent jurisdiction determines in a final order is entitled to a renewal preference, for any reason, to exercise a right of preference in accordance with the otherwise applicable requirements of this part, including, without limitation, the requirement for submission of a responsive proposal pursuant to the terms of an applicable prospectus.

Sec. 51.103 Severability.

A determination that any provision of this part is unlawful will not affect the validity of the remaining provisions.

Subpart M--Information Collection

Sec. 51.104 Have information collection procedures been followed?

(a) The Paperwork Reduction Act provides that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. The information collection for submission of proposals in response to concession prospectuses contained in this part have been approved by the Office of Management and Budget as required by 44 U.S.C. 3501 et seq. and assigned clearance number 1024-0125, extended through May 30, 2000. An information collection for proposed transfers of concession operations is covered by OMB Approval No. 1024-0126 effective through August 31, 2002.

(b) The public reporting burden for the collection of information for the purpose of preparing a proposal in response to a contract solicitation is estimated to average 480 hours per proposal for large authorizations and 240 hours per proposal for small authorizations. The public reporting burden for the collection of information for the purpose of requesting approval of a sale or transfer of a concession operation is estimated to be 80 hours. Please send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Information Collection Officer, National Park Service, 1849 C Street, Washington, DC 20240; and to the Attention: Desk Officer for the Interior Department, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

(c) Additional reporting and recordkeeping requirements were identified in subpart F regarding appeal of a preferred offeror determination, subpart G regarding leasehold surrender interest and in subpart K regarding recordkeeping that are not covered under OMB approval. An emergency information collection request to cover these requirements has been prepared and submitted to OMB for approvals. These additional information collection requirements will not be implemented until OMB approves the emergency request. The Director will publish a Federal Register notice when OMB has approved these requirements.

Dated: April 10, 2000.  
Stephen C. Saunders,  
Acting Assistant Secretary for Fish and Wildlife and Parks.  
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## Appendix 4

### 2001 NPS Management Policies Chapter 10: Commercial Visitor Services

The National Park Service will provide, through the use of concession contracts, commercial visitor services within parks that are necessary and appropriate for visitor use and enjoyment. Concession operations will be consistent with the protection of park resources and values and demonstrate sound environmental management and stewardship.

Public accommodations, facilities, and services must be consistent to the highest practicable degree with the preservation and conservation of park resources and values.

#### 10.1 General

Commercial visitor services will be authorized through concession contracts or commercial use authorizations, unless otherwise provided by law. Section 10.2 addresses concession authorizations. Section 10.3 addresses commercial use authorizations.

*(Also see Director's Orders #48A: Concessions Management, and #48B: Commercial Use Authorizations)*

#### 10.2 Concessions

##### 10.2.1 Concession Policies

Concession operations are subject to the provisions of the National Park Service Concessions Management Improvement Act of 1998; National Park Service regulations published at 36 CFR Part 51; this chapter of NPS Management Policies; and Director's Order #89A: Concession Management, and other specific guidance that may be issued under the Director's authority.

##### 10.2.2 Commercial Visitor Services Planning

Commercial visitor services planning will identify the appropriate role of commercial operations in helping parks to achieve desired visitor experiences, and will be integrated into other plans and planning processes.

Concession management plans or commercial services plans will support a park's purpose and significance, exceptional resource values, and visitor experience objectives, and will be consistent with enabling legislation. These plans will also determine whether proposed concession facilities and services are necessary and appropriate, and will consider alternatives. Proposed concession operations must be economically feasible and generally supported by a feasibility study prepared by a qualified individual. Any concession facilities improvement program, or any service authorized in a concession contract, will be in conformance with the appropriate approved plan( s) for the area being considered. A decision to authorize a park concession will be based on a determination that the facility or service:

- Is necessary and appropriate for the public use and enjoyment of the park in which it is located, and identified needs are not, nor can they be, met outside park boundaries;
- Will be provided in a manner that furthers the protection, conservation, and preservation of the environment, and park resources and values;
- Incorporates sustainable principles and practices in planning, design, siting, construction, utility systems, selection and recycling of building materials, and waste management; and
- Will enhance visitor use and enjoyment of the park without causing unacceptable impacts to park resources or values.

The number, location, and sizes of sites assigned for necessary facilities will be the minimum necessary for proper and satisfactory operation of the facilities, emphasizing compatibility of design; preservation of esthetic values, and natural and cultural resources; and integration of sustainable design concepts. For information about leasing historic structures for concession purposes, see Director's Order #38: Real Property Leasing.

### **10.2.3 Concession Contracting**

Approved standard contract language will be used in all National Park Service concession contracts.

#### **10.2.3.1 Terms and Conditions of Contracts**

Concession services will be authorized under concession contracts, unless otherwise authorized by law. The term of a concession contract will generally be 10 years or less. However, the Director may award a contract for a term of up to 20 years if the Director determines that the contract terms and conditions, including the required construction of capital improvements, warrant a longer term. In this regard, the term of concession contracts should be as short as is prudent, taking into account the financial requirements of the concession contract, resource protection, visitor needs, and other factors that the Director may deem appropriate.

#### **10.2.3.2 Modifications**

Concession contracts may be modified only by written amendment. Amendments developed after the issuance of a concession contract must be consistent with current National Park Service policies and orders. Unless otherwise authorized by the contract, a concession contract may be amended to provide additional visitor services only if the services are minor and comprise a reasonable extension of the existing services.

#### **10.2.3.3 Extension**

Concession contracts may be extended only in accordance with the requirements of 36 CFR Part 51, subpart D. The signature authority for contract extensions or amendments must be consistent with delegations of authority from the Director.

#### **10.2.3.4 Competition**

In order to obtain the best service provider and maximize benefits to the government, the National Park Service encourages competition in the awarding of concession contracts. The National Park Service also encourages, through outreach, the participation of American Indian, minority and womenowned businesses when new business activities occur.

#### **10.2.3.5 Third-party Agreements and Sub-concessions**

Unless specified in the contract, sub- concession or other thirdparty agreements, including management agreements, for the provision of visitor services that are required and/ or authorized under concession contracts are not permitted. The NPS may also advertise for a new concession contract to provide these additional services.

#### **10.2.3.6 Multi- park Contracts**

Concessioners operating in more than one park unit must have separate contracts for each park unit. An exception may be made in the case of those park units having common National Park Service management or where service is provided in contiguous park areas (for example, a pack trip that crosses the boundary of two adjoining parks).

#### 10.2.3.7 Termination

The Service may terminate concession contracts for default and under any other circumstances specified in the concession contract.

### 10.2.4 Concession Operations

#### 10.2.4.1 Operating Plans

The operating plan is an exhibit to the concession contract, and will describe operative responsibilities authorized in the contract between the concessioner and the NPS. The plan is reviewed and updated annually by the Service, in accordance with the terms of the contract. Operating plans are considered an integral part of a concessioner's contractual performance compliance.

#### 10.2.4.2 Service Type and Quality

It is the objective of the National Park Service that park visitors be provided with high- quality facilities and services. Where appropriate, the concession contract will specify a range of facility, accommodation, and service types that are to be provided at reasonable rates.

#### 10.2.4.3 Evaluation of Concession Operations

Concession operations will be evaluated to ensure that park visitors are provided with high- quality services and facilities, which are safe and sanitary, and meet National Park Service environmental, health, safety, and operational standards. As outlined in the Concessioner Operational Evaluation Program, the evaluation results will provide a basis for NPS management to determine whether to continue or terminate a concession contract, and whether a concessioner is eligible to exercise a right of preference in the award of a qualified new concession contract.

#### 10.2.4.4 Interpretation by Concessioners

Concessioners will be encouraged to train their employees and, through their facilities and services, to instill in their guests an appreciation of the park, its purpose and significance, its proper and sustainable management, and the stewardship of its resources. When the provision of interpretive services is required by the contract, concessioners will provide formal interpretive training for their employees, or will participate in formal interpretive training that is either offered by the NPS or co- sponsored by the concessioner.

Instilling appreciation of the park in visitors can be accomplished in many ways. For example, it can be accomplished through guided activities; the design, architecture, landscape, and decor of facilities; educational programs; interpretive menu design and menu offerings; and involvement in the park's overall interpretive program. Gift shop merchandise and displays also present opportunities to educate visitors about park history; natural, cultural, and historical resources; and sustainable environmental management.

Concession contracts will require the concessioner to provide all visitor services in a manner that is consistent with, and supportive of, the interpretive themes, goals, and objectives articulated in each park's planning documents, mission statement, and/ or interpretive prospectus.

*(See Chapter 7: Interpretation and Education)*

#### 10.2.4.5 Merchandise

The National Park Service will approve the nature, type, and quality of merchandise to be offered by concessioners. Although there is no Service- wide list of specific preferred merchandise, priority will be given to those sale items that interpret, and foster awareness and understanding of, the park and its resources. Merchandise should have interpretive labeling, or include other information to indicate how the merchandise is relevant to the park's interpretive theme( s).

Each park with concession activities will have a gift shop mission statement, based on the park's concession service plan or GMP. Concessioners will develop and implement a merchandise plan based on the park's gift- shop mission statement. The merchandise plan must be satisfactory to the Director, and should ensure that merchandise sold or provided reflects the significance of the park, and promotes the conservation of the park's geology; wildlife; plantlife; archeology; local Native American culture; local ethnic culture; historical significance; and other park resources and values. The plan should also integrate pollution prevention and waste- reduction objectives and strategies for merchandise.

Merchandise must be available at a range of prices. Themerelated merchandise manufactured or handcrafted in the United States— particularly in a park's geographic vicinity— will be emphasized. The revenue derived from the sale of United States Indian, Alaska native, native Samoan, and native Hawaiian handcrafts is exempt from any franchise fee payments. Foreign merchandise is not encouraged, but will not be prohibited.

#### 10.2.4.6 Artifacts and Specimens

Concessioners will not be permitted to sell any merchandise in violation of laws, regulations, or National Park Service policies. Some merchandise may be determined by the park superintendent to be locally sensitive or inappropriate for sale, and may, at the discretion of the superintendent, be prohibited for retail sale. The sale of original objects, artifacts, or specimens of a historic, archeological, paleontological, or biological nature is prohibited. Replicated historic, archeological, paleontological, or biological objects, artifacts, or specimens may be sold if they are obvious replicas and clearly labeled.

Any geological merchandise that is approved for sale or exhibit by concessioners must be accompanied by appropriate educational material and a written dis claimer clearly stating that such items were not obtained from inside park boundaries. The proposed sale of any replicas, or of geological merchandise, must be addressed in the gift shop merchandise plan.

#### 10.2.4.7 Rates

The National Park Service must approve all rates charged to visitors by concessioners. The reasonableness of a concessioner's rates and charges to the public will, unless otherwise provided in the contract, be judged primarily on the basis of comparison with current rates and charges for facilities and services of comparable character under similar conditions. Due consideration will be given to length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and costs of labor and materials, type of patronage, and other factors deemed significant by the Director.

#### 10.2.4.8 Risk Management Program

Concession contracts require each concessioner to develop a risk management program, which is approved by the superintendent, and is in accord with the Occupational Safety and Health Act and the National Park Service Concession Risk Management Program.

Concessioners are responsible for managing all of their operations in a manner that minimizes risk and controls loss due to accident, illness, or injury. To ensure compliance, the Service will include a risk management evaluation as part of its standard operational review of concession operations.

#### 10.2.4.9 Natural and Cultural Resource Management Requirements

Concessioners are required to comply with applicable provisions of all laws, regulations, and policies that apply to natural and cultural resource protection. The use, maintenance, repair, rehabilitation, restoration, or other modification of concession facilities that are listed on or eligible for the National Register of Historic Places are subject to the applicable provisions of all laws, Executive orders, regulations, and policies pertaining to cultural properties.

The National Park Service will assist concessioners in understanding and complying with regulations for the protection of historic properties (36 CFR Part 800) promulgated by the Advisory Council on Historic Preservation. Historic structures and their contents and museum objects that are in the control of concessioners will be treated in accordance with the appropriate standards contained in National Park Service guidance documents.

*(See Chapter 4, Natural Resource Management; Use of Historic Structures 5.3.5.4.7. Also see Reference Manual 24: the Museum Handbook, and 28: the Cultural Resource Management Guideline; Director's Order #38: Real Property Leasing, and #48A: Concessions Management)*

#### 10.2.4.10 Environmental Program Requirements

In the operation of visitor services, concessioners will be required by contract to meet environmental compliance objectives by:

- Complying with all applicable laws pertaining to the protection of human health and the environment; and
- Incorporating best management practices (BMPs) in all operations, construction, maintenance, acquisition, provision of visitor services, and other activities under the contract.

Concessioners will be required by contract to develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive, written environmental management program (EMP) to achieve environmental management objectives. The EMP must be updated at least annually, and must be approved by the Director.

The EMP must account for all activities with potential environmental impacts conducted by the concessioner, or to which the concessioner contributes. The scope and complexity of the EMP may vary based on the type, size, and number of concessioner activities.

Superintendents are encouraged to require the EMP to be submitted as part of the prospectus package. The National Park Service will review concessioner compliance with the EMP under the contract. The National Park Service will also conduct environmental compliance audits of all commercial visitor services at least every three years in accordance with the concessions environmental audit program. The concessioner will be responsible for corrective actions required by law, and identified during the environmental compliance audits.

The National Park Service will assist concessioners in understanding environmental program requirements, and will also include an environmental management evaluation as part of its annual standard operational reviews of concession operations.

*(See Compensation for Injuries to Natural Resources 4.1.6; Compensation for Damages 5.3.1.3; Integrated Pest Management Program 4.4.5.2; Overnight Accommodations and Food Services 9.3.2. Also see Director's Order #83: Public Health)*

#### 10.2.4.11 Insurance

Concession contracts will identify the types and minimum amounts of insurance coverage required of concessioners in order to:

- provide reasonable assurance that concessioners have the ability to cover bona fide claims for bodily injury, death, or property damage arising from an action or omission of the operator;
- protect the government against potential liability protect the government against potential liability for claims based on the negligence of the operators; and
- enable rapid repair or replacement of essential visitor facilities located on park lands that are damaged or destroyed by fire or other hazards.

Concessioners will not be permitted to operate without liability insurance. Under limited conditions, concessioners may operate without property insurance, as described in Director's Order #48A: Concession Management.

#### 10.2.4.12 Food Service Sanitation Inspections

Concessioners who prepare food on or off park lands, or serve food on park lands will be subject to inspection for compliance with all applicable health and sanitation requirements of local and state agencies, the U. S. Public Health Service, and the Food and Drug Administration.

*(Also see Director's Order #83: Public Health)*

#### 10.2.4.13 Smoking

Generally, all NPS concession facilities will be smoke free. The only exceptions will be specifically designated smoking areas and rooms. The sale of tobacco products through vending machines is prohibited.

*(See Executive Order 13058 (Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace))*

### 10.2.5 Concessions Financial Management

Concession contracts must provide for payment to the government of a franchise fee, or other monetary consideration as determined by the Secretary, upon consideration of the probable value to the concessioner of the privileges granted by the particular contract involved. Such probable value will be based upon a reasonable opportunity for net profit in relation to capital invested and the obligations of the contract. Consideration of revenue to the United States is subordinate to the objectives of protecting and preserving park areas and of providing necessary and appropriate services for visitors at reasonable rates.

#### 10.2.5.1 Franchise Fees

The amount of the franchise fee or other monetary consideration paid to the United States for the term of the concession contract must be specified in the concession contract and may only be modified to reflect extraordinary unanticipated changes from the conditions anticipated as of the effective date of the contract. Contracts with a term of more than five years will include a provision that allows reconsideration of the franchise fee at the request of the Secretary or the concessioner in the event of such extraordinary unanticipated changes. Such provision will provide for binding arbitration in the event that the Secretary and the concessioner are unable to agree upon an adjustment to the franchise fee in these circumstances.

#### 10.2.5.2 Franchise Fee Special Account

All franchise fees and other monetary considerations will be deposited into a Department of the Treasury special account. In accordance with the NPS Concessions Management Improvement Act of 1998,



twenty percent (20%) will be available to support activities throughout the national park system, and eighty percent (80%) will be available to the park unit in which it was generated, for visitor services and funding high- priority and urgently necessary resource management programs and operations.

#### 10.2.5.3 Record- keeping System

All concessioners will establish and maintain a system of accounts and a record- keeping system that utilize written journals and general ledger accounts to facilitate the preparation of annual concessioner financial reports.

#### 10.2.5.4 Annual Financial Reports

Concessioners will be required to submit an annual financial report that reflects only the operations that they are authorized to pursue.

#### 10.2.5.5 Donations to the NPS

The National Park Service will not solicit or accept donations or gifts from entities that have, or are seeking to obtain or establish a contract, lease, or other business arrangement with the Service. Nor will the NPS require any concessioner to donate or make contributions to the Service under any circumstance, including the incorporation of such a requirement in concession contracts. Further guidance on donations is available in Director's Order #21: Donations and Fundraising.

### 10.2.6 Concession Facilities

#### 10.2.6.1 Design

Concession facilities will be of a size and at a location that the Service determines to be necessary and appropriate for their intended purposes. All concession facilities must comply with applicable federal, state, and local construction codes, and meet accessibility requirements as set forth in applicable accessibility guidelines. Proposed concession facilities must conform to NPS standards for sustainable design, universal design, and architectural design. Concession development or improvement proposals must undergo review for compliance with NEPA and section 106 of NHPA (16 USC 470f), and be carried out in a manner consistent with applicable provisions of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, and other applicable legal requirements.

In addition to general park design requirements, the NPS will apply value analysis during the design process to analyze the functions of facilities, processes, systems, equipment, services, and supplies. Value analysis must be used to help achieve essential functions at the lowest life- cycle cost, consistent with required performance, reliability, environmental quality, and safety criteria and standards.  
(See *Facility Planning and Design 9.1.1*)

#### 10.2.6.2 Accessibility of Commercial Services

Concessioners share the National Park Service's responsibility to provide employees and visitors with the greatest degree of access to programs, facilities, and services that is reasonable, within the terms of existing contracts and agreements. Applicable laws include, but are not limited to (1) regulations issued under the authority of section 504 of the Rehabilitation Act of 1973, as amended (43 CFR Part 17), which prohibits discrimination on the basis of disability in programs or activities conducted by federal executive agencies; and (2) the Architectural Barriers Act of 1968, which requires physical access to buildings and facilities. Where there is no specific language identifying applicable accessibility laws in an existing concession contract, the NPS will address the issue of compliance in the annual concession operating plan.

*(See Physical Access for Persons with Disabilities 5.3.2; Accessibility for Persons with Disabilities 8.2.4 and 9.1.2. Also see Director's Order #42: Accessibility for Visitors with Disabilities)*

#### 10.2.6.3 Maintenance

Concession contracts will require concessioners to be responsible for all maintenance and repair of facilities, lands, and utility systems assigned for their use, in accordance with standards acceptable to the Service. Exceptions will be made only in extraordinary circumstances, as determined by the Director. All concession contracts must include a current maintenance plan as specified in the concession contract. Maintenance plans are an exhibit to the concession contract and will be considered an integral part of a concessioner's contractual performance compliance.

Maintenance of historic properties and cultural landscapes will be carried out in a manner consistent with applicable provisions of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.

#### 10.2.6.4 Utilities and Services

Utilities include, but are not limited to, electricity, fuel, natural gas, water, disposal of wastewater and solid waste, and communication systems. The Service may provide utilities to the concessioner for use in connection with the operations required or authorized under the contract, when available, at rates to be determined in accordance with applicable laws. If the Service does not provide utilities to the concessioner, the concessioner will, with the written approval of the Director, and under any requirements prescribed by the Director, (1) secure necessary utilities at its own expense from sources outside the area; or (2) install the utilities within the area, subject to conditions mentioned in the contract.

*(Also see Director's Order #35B: Sale of Park Utilities and Services to Support Activities Within Parks)*

#### 10.2.6.5 Closure of Commercial Operations During Government Shutdown

The Anti-Deficiency Act requires federal agencies to suspend all non-essential activities whenever there is a failure to enact an appropriations bill or adopt a continuing resolution. All concessioner-operated programs and services must cease, and visitors must be asked to leave within 48 hours.

All commercial facilities and services in a park will be closed in order to protect the safety of visitors and the integrity of park resources. Exceptions to this policy include concessions that are required for health and safety purposes or protection of the environment, or necessary to support park operations that are deemed essential, such as law enforcement.

Commercial facilities located on through-roads (roads or public highways that begin and end outside of a park, plus parkways) and public highways may remain open if doing so does not result in additional costs to the park (for example, the staffing of entrance stations). These commercial facilities may include operations such as service stations, food services, stores, and lodging, or portions of such operations that will not contribute to additional park expenses. The commercial facility in question should have access directly from the road or highway, and not require the re-opening of park roads having other destinations. More specific aspects of closures may be guided by a Servicewide shutdown plan.

### 10.2.7 Concessioner Employees and Employment Conditions

#### 10.2.7.1 Non-discrimination

Concessioners will comply with all applicable laws and regulations relating to nondiscrimination in employment and the provision of services to the public.

#### 10.2.7.2 Substance Abuse

In compliance with state and federal regulations condemning substance abuse, the NPS prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol. The Service also prohibits the unlawful manufacture, cultivation, processing, or transportation of illicit drugs. This policy applies to concessioners and their employees, at any facility or in any activity taking place on National Park Service lands. Concessioners are required to provide and advise employees about the availability of Employee Assistance Programs addressing substance abuse problems.

### 10.2.8 National Park Service Employees

#### 10.2.8.1 Accepting Gifts and Reduced Rates from Concessioners

National Park Service employees may not receive concessioner goods or services at a discount unless it is in connection with official business, is to the government's advantage, and is provided for under the terms of a concession contract. However, employees may accept reduced rates or discounts offered by the concessioner when those same reduced rates or discounts are available to the general public.

National Park Service employees may not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value from a concessioner or other person who conducts operations and activities that are regulated by the Department of the Interior. Employees should consult with their assistant ethics counselor regarding the limited exceptions to the general prohibition on accepting gifts from outside sources.

#### 10.2.8.2 Employment of NPS Personnel or Family Members by Concessioners

Federal law prohibits government employees from making recommendations, decisions, or approvals relating to applications, contracts, controversies, or other matters in which the employee or the employee's spouse or minor child has a financial interest. Park employees may not make decisions, approvals, or recommendations related to concession activities when their spouse or dependent child is employed by a park concessioner in that particular park. For example, the spouse or dependent child of the superintendent, assistant superintendent, concession staff, environmental manager, or public health specialist may not be employed by a concessioner in the specific park in which the NPS employee works. *(Also see Director's Order #37: Home Businesses in Parks)*

#### 10.2.8.3 NPS Employee Ownership or Investment in Concession Businesses

Department of the Interior policy prohibits employees and their spouses and minor children from acquiring or retaining for commercial purposes any permit, lease, or other rights granted by the Department for conducting commercial services on federal lands. Therefore, no National Park Service concession contract or commercial use authorization to conduct commercial services in a park will be issued to National Park Service employees or their spouses and minor children who are owners, partners, corporate officers, or general managers of any business seeking such a contract in federal land managed by the Department of the Interior. Further, to avoid the appearance of partiality and conflicts of interest, and to comply with ethics laws that apply to all federal employees, National Park Service employees may not work on any matter involving a business in which they, their spouse, or their minor children have a financial interest.

#### 10.2.8.4 Concession Management Personnel Qualifications

To effectively carry out the concession management program, managers and supervisors will make every effort to ensure that personnel selected for positions meet the essential competencies established for the position being filled. When concession management personnel lack the full complement of essential competencies or require refresher training for their position, managers and supervisors will ensure that

those employees are trained and certified as competent. All personnel vacancy announcements issued for concession management must include program competencies.

### **10.3 Commercial Use Authorizations**

Commercial Use Authorizations (CUAs) may be issued under the authority of 16 USC 5966. CUAs are not considered concessions contracts.

As of the date of publication of this edition of Management Policies, the NPS has not yet issued policies or regulations for the administration of CUAs. However, the applicable provisions of law are quite prescriptive and should be carefully considered. A more detailed discussion of CUAs will be included at a later date in implementing regulations and Director's Order 48B: Commercial Use Authorizations.

Appendix 5

**PARK VISITATION**

GRAND CANYON NATIONAL PARK  
RECREATIONAL VISITOR USE STATISTICS

	2000	1999	1998	1997	1996
January	153,667	154,225	133,187	133,291	147,909
February	159,129	168,127	135,141	174,087	171,968
March	310,278	367,827	248,949	347,740	302,054
April	392,888	377,294	401,811	324,011	364,219
May	459,685	456,674	444,044	465,990	477,093
June	528,779	564,036	532,945	540,275	577,194
July	624,033	655,350	586,676	730,341	691,310
August	590,701	608,486	600,640	591,024	580,705
September	474,295	491,822	421,853	599,107	499,011
October	368,560	378,777	375,993	444,433	387,665
November	205,567	215,007	209,611	251,808	188,612
December	192,646	176,498	148,832	189,561	149,963
TOTAL	4,816,559	4,937,625	4,578,089	4,791,668	4,537,706

\*\*\* Grand Canyon National Park \*\*\*

\*\*\*\* Intermountain Region – National Park Service \*\*\*\*

## Appendix 6

### 2000 APPROVED RATES GRAND CANYON NATIONAL PARK LODGES

#### LODGING

EL TOVAR	ROOM TYPE	# OF ROOMS	2000 APPROVED RATE
	STD DOUBLE	14	112.00
	STD QUEEN	37	126.00
	DELUXE	15	170.00
TERRACE	BELLBOY	1	195.00
2ND NORTH	PAINTER'S	1	195.00
2ND SOUTH	MANAGER'S	1	205.00
3RD NORTH	ZANE GREY	1	205.00
2ND SOUTH	SANTA FE	1	250.00
1ST SOUTH	SOLARIUM	1	250.00
3RD SOUTH	WHITTLESEY	1	250.00
3RD SOUTH	ROOF GRDN	1	275.00
3RD NORTH	EL TOVAR	1	280.00
3RD NORTH	CORONADO	1	280.00
2ND NORTH	HARVEY	1	280.00
2ND NORTH	COLTER	1	280.00

#### EXTRA PERSON RATES:

El Tovar: \$11  
Kachina and Thunderbird \$9  
Maswik \$7  
Maswik North \$9  
Yavapai \$9  
Bright Angel \$7

LOCATION	ROOM TYPE	# OF ROOMS	2000 APPROVED RATE
YAVAPAI	EAST	198	99.00
	WEST	160	85.00
MASWIK	QUADS	28	60.00
	SOUTH	90	70.00
	NORTH	160	115.00
KACHINA	STREET	23	110.00
	CANYON	26	120.00
THUNDERBIRD	STREET	18	110.00
	CANYON	37	120.00

LOCATION	ROOM TYPE	# OF ROOMS	2000 APPROVED RATE
BRIGHT ANGEL	B/P NO BATH	12	42.00
	B/P SEMI BATH	12	48.00
	B/P STANDARD	13	59.00
	HISTORIC CABIN	34	69.00
	RIM STANDARD	11	96.00
	RIM FIREPLACE	4	117.00
	B/P SEMI SUITES	2	96.00
	BUCKY SUITE	1	230.00

**RETAIL MARKUP PERCENTAGES**

**Year 2000**

**MERCHANDISE**

**CONVENIENCE TYPE STORE**

<b><u>ITEM</u></b>	<b><u>MARKUP %</u></b>
Cigarettes	27%
Other Tobacco	34%
Beer	26%
Wine	38%
Liquor	33%
Canned/Bottled Drinks	45%
Packaged sweet snacks	45%
General Merchandise	62%
Salty Snacks	46%
Edible Groceries	43%
Fast Food	110%
Fluid Milk Products	34%
Candy	70%
Health and Beauty Aids	60%
Packaged Bread	36%
Snack foods	54%
Publications	25%
Packaged Deli Products	55%
Ice	172%
Non-edible Groceries	49%
Automotive products	58%
Perishable Groceries	45%
Other Dairy	41%
Alternative Snacks	55%
Frozen Foods	49%
Prepared Beverages	98%
Fountain Drinks	134%
Hot Beverages	185%
Frozen Beverages	85%
Other Food items	51%
Services	73%
Packaged Ice	61%
Cream/novelties	61%

\*\*\* Grand Canyon National Park \*\*\*

\*\*\* Intermountain Region – National Park Service \*\*\*



### RETAIL OPERATIONS

<b><u>ITEMS OR GROUP OF ITEMS</u></b>	<b><u>MARKUP %</u></b>
Female Apparel – General	119%
Sportswear	120%
Costume Jewelry	135%
Small Leather Goods	125%
Neckwear, Rainwear, Belts, Handkerchiefs	160%
Men & Boys Apparel and Access General	115%
Men's Clothing	113%
Men's Sportswear	110%
Boys Clothing	98%
Boys Sportswear	44%
Infants & Children's Clothing and Accessories	111%
Shoes - General	112%
Cosmetics, Drugs, Toiletries	65%
Toys, Hobby Goods, Games	100%
*Books, Stamps, Coins	77%
Stationary, Greeting and Post Cards	110%
Photographic Equipment, Film, Accessory	39%
Developed Slides	100%
Sporting Goods	72%
Housewares	100%
Linens and Domestics	120%
Hardware and Tools	85%
Automotive Parts and Accessories	82%
Video Tapes	47%
Gifts and Souvenirs	123%
**Handcrafts	123%
Artwork, Posters, Pictures	123%

\*Prices are usually established by the publisher and printed on the material as the retail price and should not be exceeded.

\*\*Precious metals and stores, limited or one of-a-kind items may justify a higher rate but should be done on an item-by-item basis.

### BUS TOURS

Hermit's Rest	\$14.50
Desert View	26.50
Sunrise/Sunset	11.00
Bright Angel	14.00

Children 15 years of age and younger will not be charged.

### GUIDE SERVICE

Hermit's Rest	\$75.00
Desert View	150.00

### PAVED-ROAD TAXI SERVICE

<u>Zone</u>	<u>Destination</u>	<u>Rate</u>	<u>Additional Person</u>
1	Village Loop	\$4.00	\$1.00
2	G.C. Village	5.00	2.00
3	Village to Yaki Point	8.00	3.00
4	Village to Hermit's	13.00	5.00
5	Village to Grandview	25.00	9.00
6	Village – Hance Trail	32.00	10.00
7	Village – Lipan Point	36.00	12.00
8	Village to Desert View	45.00	13.00

### UNPAVED-ROAD TAXI SERVICE

<u># of Passengers</u>	<u>Rate (per mile)</u>
1-3	\$3.75
4-6	4.75
7-10	5.75

**PUBLIC GARAGE AND TOWING SERVICE**

Garage Labor (per hour):		
Automobile or Light Truck		\$53.00
Heavy Truck, RV, Bus		58.00
Service Call/Tow Hook-up:		
Automobile or Light Truck		
	- Day	\$35.00
	- Night	45.00
Heavy Truck, RV, Bus		
	- Day	\$45.00
	- Night	55.00
Mileage (after five miles):		
Day		\$2.35
Night		2.65
Winching (per 1/2 hour):		
Automobile or Light Truck		\$40.00
Heavy Truck, RV, Bus		50.00
(This fee is in addition to the service call fee.)		

Light vehicles are defined as less than one ton capacity; heavy are one ton or heavier. Day hours are from 8:00 A.M. to 8:00 P.M.; night hours are 8:00 P.M. to 8:00 A.M.

**KENNEL**

**OVERNIGHT RATES**

DOGS           \$ 13.50 per dog   *Over 50 lbs   (all rates include food)*  
                  \$ 10.00 per dog   *Under 50 lbs*

CATS           \$ 7.50 per cat

**DAY RATES   (Between 7:30 AM to 5:00 AM)**

DOGS           \$ 9.00 per dog                               *(all rates include food)*  
CATS           \$ 6.00 per cat

*Pick up animals by 11:00 AM to avoid additional charges*  
*PROOF OF VACCINATION* must be provided upon entering the Kennel. Dogs must be vaccinated against Parvovirus, Rabies, etc. Cats must be vaccinated against Rabies, etc.

## LIVERY AND PHANTOM RANCH SERVICES

### PHANTOM RANCH

#### ACCOMMODATIONS

CABINS	\$62.00 (for one or two people) \$10.50 (each additional person)
DORMITORY	\$20.00

#### MEALS

STEAK DINNER	\$27.75 (includes \$2.75 gratuity)
STEW DINNER	\$17.25 (includes \$1.75 gratuity)
BREAKFAST	\$14.50 (includes \$1.50 gratuity)
BOX LUNCH (for mule pax)	\$ 7.50
BOX LUNCH (day users)	\$ 7.50

#### BEVERAGES (these rates include taxes)

DOMESTIC BEER	\$3.00
WINE (glass)	\$3.50
(half carafe)	\$6.50
(full carafe)	\$12.00
LEMONADE	\$1.40
ICED TEA	\$1.40

### LIVERY SERVICES AND PACKAGES

EMERGENCY DRAG-OUT	\$100 - \$530 (varies by location, # of people)
BOOKED, 1-5 riders	\$750.00 <b>CHECK THAT THIS IS RIGHT.</b>
DUFFELS AND PACKS	\$48.78
PLATEAU POINT	\$104.75 (includes livery, canteen, lunch)

#### PHANTOM RANCH:

##### ONE NIGHT

<u>Service</u>	<u>1 person</u>	<u>2 persons</u>	<u>Add'l Person</u>
Bus Transportation	\$ 4.00	\$ 8.00	\$ 4.00
Cabin	62.00	62.00	10.50
Livery	183.67	367.34	183.67
Canteen	4.75	9.50	4.75
Lunch	7.50	15.00	7.50
Steak dinner	27.75	55.50	27.75
Breakfast	14.50	29.00	14.50
TOTAL	\$304.17	\$546.34	\$252.67

### LIVERY AND PHANTOM RANCH SERVICES (CONTINUED)

#### TWO NIGHTS

<u>Service</u>	<u>1 person</u>	<u>2 persons</u>	<u>Add'l Person</u>
Bus Transportation	\$ 4.00	\$8.00	\$ 4.00
Livery	183.67	367.34	183.67
Livery Layover	16.50	33.00	16.50
Canteen	4.75	9.50	4.75
Lunch	7.50	15.00	7.50
Cabin (2 nights)	124.00	124.00	21.00
Steak dinner	27.75	55.50	27.75
Stew dinner	17.25	34.50	17.25
Breakfast (2)	<u>29.00</u>	<u>58.00</u>	<u>29.00</u>
TOTAL	\$414.42	\$704.84	\$311.42

### TRAILER VILLAGE

FULL HOOK-UP SITE	\$18.00 (for up to two people)
each additional person	1.75 (not to exceed \$7.00)

### CAMPER SERVICES

VENDED ICE	\$ 1.10 per bag (8-pound cubed or 11-pound block)
SHOWER	.75 for five minutes
WASHERS (regular)	1.00
WASHERS (large load)	2.00

### MISCELLANEOUS

VENDING MACHINES (SOFT DRINKS)	
12 OZ.	\$ .75
20 OZ.	1.25

## FOOD SERVICE

### EL TOVAR MENU 2000

#### BREAKFAST

* Orange Juice (fresh squeezed)	8 oz. with refills	<b>2.95</b>
* Grapefruit Juice (fresh squeezed)	8 oz. with refills	<b>2.95</b>
* Apple Juice	8 oz. with refills	<b>2.95</b>

#### PASTRIES FRESH FRUIT & CEREALS

* Homemade Pastry	1-6 oz.	<b>2.25</b>
* Fresh Fruit Selection	2 – 1.5 oz sl. honeydew	<b>5.95</b>

	2 – 1.5 oz sl. cantaloupe	
	1.5 oz. red grapes	
	2 – 1 oz sl. pineapple	
* Selection of Cold Cereals with Milk or Cream	4 oz. pack cold cereal	<b>2.95</b>

	4 oz. milk or cream	
Hot Oatmeal	6 oz. hot oatmeal	<b>2.95</b>
	4 oz. milk or cream	
	1 oz. raisins	

	.5 oz. brown sugar	
Hot or Cold Cereal with Sliced Bananas with Milk or Cream	4 oz. hot or cold cereal	<b>3.70</b>
	4 oz. milk or cream	

	1 ea. banana	
Smoked Salmon with Toasted Bagel and Cream Cheese	3 oz. smoked salmon	<b>8.95</b>

	1 3.5 oz bagel	
	2 oz. cream cheese	
	1 - .25 oz. sl. red onion	
	1 - .25 oz. sl. tomato	
	1 oz. capers	

#### ENTREES - *include 4 oz. grilled potatoes, choice of:*

#### *bagel, slices of toast, or English muffin*

* Two Eggs Any Style with Choice of Bacon, Ham or Sausage	2 lg. eggs	<b>6.50</b>
	2 ea. 2 oz. sausage links	
	or 3 rashers bacon,	
	or 4 oz. slice of ham	

<u><b>Grilled, Cornmeal Crusted Breakfast Trout with Eggs Any Style</b></u>	6 oz. idaho rainbow trout	<b>8.75</b>
	2 lg. eggs any style	

	1 oz. cornmeal crust	
Omelet with Tomato, Asparagus & Feta Cheese	1 oz. asparagus	<b>7.75</b>
	1 oz. feta cheese	
	3 lg. eggs	

Omelet with Wild Mushrooms & Creamed Spinach	1 oz. sundried tomatoes 3 lg. eggs	7.75
	1 oz. sliced shiitake & oyster mushrooms	
* Hickory Smoked Bacon, Cheddar, & Scallion Omelet	1.5 oz. creamed spinach 3 lg. eggs	7.75
	1 oz. diced bacon 1 oz. cheddar cheese 1 oz. green scallion	
<b><u>4 Egg Western Frittata</u></b>	4 lg. eggs	8.25
	1 oz. pepperjack cheese .5 oz. peppers - diced .5 oz. onion – diced 2 oz. chili	
any additional ingredient for omelets including meat	each	1.35
Chef's Daily Breakfast Special	varies	6.25-9.25
<b>GRIDDLE</b>		
Pancake Trio	1 – 3.5 oz. blue corn pancake 1 – 3.5 oz. buttermilk pancake 1 – 3.5 oz. buckwheat pancake 1.5 oz. prickly pear butter 2 oz. maple syrup	6.50
Buttermilk Corncakes	3 – 2.5 oz. pancakes 1.5 oz. fresh corn (in batter) 1.5 oz. honey pistachio butter 2 oz. maple syrup	6.25
Banana Bread French Toast	3 slices banana bread (6 oz.) 3 oz. sliced bananas 3 oz. caramel sauce .25 oz. powdered sugar	6.50
Spa French Toast	3 slices 12 grain bread 2 oz. eggbeaters 4 oz. fruit puree .5 oz. powdered sugar	6.50
Blueberry Waffle with Vanilla Whipped Cream and Candied Pecans	1 – 10 oz. waffle (inc. 2 oz. blueberries) 3 oz. vanilla whipped cream .5 oz. candied pecans	7.50
Chocolate Chip Waffle with Toasted Almonds	1 – 10 oz. waffle	7.50



	(inc. 1.5 oz. chocolate chips) 3 oz. whipped cream .5 oz. toasted almonds	
<b>CHEF'S SPECIALTIES</b>		
Eggs Sardeau	2 ea. bouchee shells 4 oz. Creamed spinach 2 lg. poached eggs 3 oz. hollandaise 4 oz. breakfast potatoes	<b>8.95</b>
Sonoran Style Eggs with Chicken, Chorizo, Black Beans, & Roasted Peppers, served with Ranchero Sauce, Tomatillo Salsa & Corn Tortillas	3 oz. breakfast potatoes 2 lg. eggs any style 1.5 oz. roasted peppers 2 oz. diced chicken 1.5 oz. chorizo 1.5 oz. black beans 2 oz. ranchero sauce 1 oz. jack cheese 1.5 oz. tomatillo salsa 2 ea. corn tortilla	<b>7.50</b>
Pork, Tomatillo Roasted Red Pepper Fritatta with Jack Cheese	3 lg. eggs 2.5 oz pork & tomatillo filling 1 oz. roasted peppers 1 oz. jack cheese 2 ea. corn tortillas	<b>7.95</b>
Eggs Benedict	1 1.5oz english muffin 2 oz. canadian bacon 2 lg. eggs 2 oz. hollandaise sauce 3 oz. breakfast potatoes	<b>8.25</b>
Breakfast Quesadilla of Scrambled Eggs, Jalapeño Jack Cheese, Fajita Beef with Roasted Pepper Sauce	2 ea. 10" flour tortillas 2 lg. eggs 1 oz. jalapeño jack cheese 2 oz. fajita beef 1 oz. roasted pepper 2 oz. roasted pepper sauce 4 oz breakfast potatoes	<b>8.25</b>
Prime Rib Hash with Eggs Any Style	4 oz. prime rib 2 oz. bell peppers 2 oz. onion 3 oz. breakfast potatoes 2 lg. eggs any style	<b>8.95</b>

*3 –6" flour tortillas*

2.5 oz. hollandaise

### COMPLEMENTING YOUR BREAKFAST

* Buttered Toast	2 slices with jelly	<b>1.75</b>
* English Muffin	1 with jelly	<b>1.75</b>
1 Egg	1 large	<b>1.25</b>
2 Eggs	2 large	<b>1.90</b>
* Ham	4 oz.	<b>2.95</b>
* Bacon or Sausage	3 slices or 2 links	<b>2.95</b>
Chorizo Sausage	4 oz.	<b>2.95</b>
Canadian Bacon Slices	2 slices	<b>2.95</b>
Griddled Red Potatoes	4 oz.	<b>1.75</b>
Croissant	1-2 1/2 oz.	<b>2.25</b>
* Bagel	3.5 oz. with butter or cream cheese	<b>2.25</b>
Cream Cheese	2 oz.	<b>.75</b>
* Banana	1/2	<b>1.00</b>

### EL TOVAR MENU – LUNCH

#### STARTERS

* Fresh Organic Greens	3 oz. salad mix 2 ea. red pear tomato 2 ea. yellow pear tomato 1/2oz. carrot curls 1/2 oz. cucumber	<b>4.50</b>
* Classic Caesar Salad	2 oz. dressing 5 oz. romaine 1.5 oz. caesar dressing 1 oz. parmesan cheese 1 oz. croutons 2 ea. anchovy filets	<b>6.50</b>
Bowl of Homemade Chili with Cornbread	8 oz. homemade chili 2 oz. cheddar cheese 1 oz. scallions 2 ea. chipolte corn muffins	<b>6.50</b>
* Soup of the Day	8 oz.	<b>3.50</b>
* French Onion Soup	6 oz. onion soup .75 oz. swiss cheese 1 ea. crouton	<b>4.75</b>

Smoked Corn Chowder with Asiago Cheese and Tortilla Confetti	8 oz smoked corn chowder 1/2 oz tortilla confetti 1 oz shredded asiago cheese	<b>4.95</b>
<b>ENTREE SALADS - <i>served with rolls &amp; butter</i></b>		
Blackened Chicken Caesar Salad	8 oz. broiled blackened chicken breast ( Fanned ) 5 oz. romaine 2 oz. caesar dressing 2 anchovy filets 1 oz. croutons 1 oz fresh parmesan cheese	<b>9.25</b>
Prickly Pear Shrimp Salad with Orange Sesame Vinaigrette	4 ea. prickly pear marinated grilled shrimp (16/20 or .65 oz. ea.) 5 oz Field Green Mix 2 ea. yellow pear tomato 2 ea. red pear tomato 1 oz tortilla confetti 1 oz roasted corn 1.5 oz citrus vinaigrette	<b>13.25</b>
<b>SANDWICHES - <i>all include pickle spear, condiments &amp; choice of cheese pasta salad, assorted fresh fruit or waffle cut fries (no bread &amp; butter).</i></b>		
El Tovar Club on Pine Nut Flat Bread with Dijon Tarragon Mayonnaise	1 ea. pine nut flat bread 4 oz. shaved turkey 1 oz. sliced Swiss cheese 3 rashers bacon 2 slices tomato 2 leaf red leaf lettuce 1.5 oz. dijon tarragon mayo	<b>7.25</b>
Shaved Tenderloin Sandwich	2 slices sour dough bread 1 oz. garlic aioli 1 oz. roasted peppers 4 oz. shaved tenderloin 1 oz. muenster cheese 2 rashers bacon 2 slices tomato 2 leaf red leaf Lettuce	<b>9.50</b>
Chicken Salad on Sundried Tomato Focaccia	5 oz. chicken salad 2 leaf red leaf lettuce	<b>7.50</b>

	2 ea. tomato slices 1 ea. pickle spear 2 ea. 4x5 slices focaccia (Housebaked)	
Spinach Tortilla and Feta Roll	1 ea. spinach tortilla 1 oz. fresh spinach 3 oz. feta cream cheese 1/2oz. radish sprouts 1/2oz. sliced black olives 1/2oz. sliced red onion 1/4ea. avocado 1 oz. roasted red peppers 2 leaf red leaf lettuce 2 slices tomato	<b>7.25</b>
*El Tovar French Dip	1-6" sub roll 6 oz. roast beef 1.5 oz. shredded Cheddar 1 oz. mushrooms 1 oz. onions 2 leaf red leaf lettuce 2 slices tomato 4 oz. onion Soup	<b>7.95</b>
Grilled Blackened Sirloin Burger with Sliced Avocado & Tomato Salsa	1 ea. 8 oz. sirloin burger  1 ea. whole wheat roll 1 oz. blackening spice 2 oz. avocado 2 oz. tomato salsa 2 leaf red leaf lettuce 2 slices tomato	<b>9.50</b>
<b>ENTREES - served with 3 oz. vegetable, 3 oz. rice or Potato, rolls &amp; butter.</b>		
Prickly Pear Marinated Grilled Chicken Breast with Jalapeño Jack Cheese	2 ea. 4 oz. skinless, boneless chicken breast 1.5 oz jalapeño jack cheese 1.5 oz. onion confit	<b>9.50</b>
Blackened Idaho Rainbow Trout with Citrus Butter	1 ea. 6 oz idaho rainbow trout 1/2oz. blackening spice 1.5 oz citrus butter	<b>12.25</b>

Beef Tenderloin & Shrimp Brochette with Prickly Pear BBQ Sauce	4 oz. Tenderloin brochette 4 ea. Gulf shrimp (16/20) 2 oz. Sweet Peppers 2 oz. Red onions 2 oz. Tomatoes 2 oz. Prickly pear BBQ sauce	<b>14.95</b>
Fresh Catch of the Day	8 oz. Fresh fish	<b>10.25-16.75</b>

**CHEF'S SPECIALTIES**

Penne Rigati with Fresh Seafood Served with Rolls and Butter	4 oz. Penne pasta 3 ea. Mussels 3 ea. Scallops 1 oz. Bay shrimp 4 oz. Pesto cream sauce	<b>14.95</b>
Tortellini Carbonara Served with Rolls and Butter	6 oz. Rainbow tortellini 1 oz. Asparagus 2 oz. Diced tomato 1 oz. Mushrooms 3 oz. Tomato sauce	<b>9.95</b>
Lunch Navajo Taco	1 ea. Handmade fry bread 2 oz. Black beans 2 oz. pinto beans 2 oz. ground beef 2 oz. shredded cheddar 1.5 oz. diced tomato 1.5 oz. shredded red leaf 1.5 oz. diced red onion 4 oz. <i>salsa</i>	<b>9.75</b>

**EL TOVAR MENU – DINNER**

**APPETIZERS**

Prickly Pear Shrimp with Sonoran Remoulade	4 ea. 16/20 prickly pear marinated shrimp 3.5 oz. tomatillo pico de gallo 2.5 oz. sonoran remoulade	<b>10.50</b>
Mozzarella Roulade Sampler with Roasted Peppers And Calamata Olives	2 –.5 oz. pesto roulade 2 – .5 oz. proscuitto roulade 2 – .5 oz. sundried tomato roulade 2.5 oz. roasted peppers	<b>9.75</b>

	2.5 oz. calamata olives	
	1.5 oz. romaine lettuce	
Grilled Garlic Bruschetta with Black Bean Puree And Sour Cream	6 - crostini 3 oz. black bean puree 1.5 oz. sour cream 3.5 oz. corn salsa	<b>8.25</b>
<b>SOUPS</b>		
* Soup of the Day	8 oz.	<b>3.50</b>
* French Onion Soup Gratin	8 oz. 3 oz. cheese 1 ea. crouton	<b>4.95</b>
Smoked Corn Chowder with Asiago Cheese & Tortilla Confetti	8 oz. smoked corn chowder  1 oz. fresh grated asiago cheese 1 oz. tortilla strip confetti	<b>4.95</b>
<b>SALADS</b>		
Spinach Salad with Endive, Radicchio and Red Onion	3.5 oz. spinach  .5 oz. radicchio .5 oz. belgian endive 1 oz. sliced red onion .5 oz. shitake mushrooms .5 oz. oyster mushrooms 1.5 oz. bacon shallot dressing	<b>6.95</b>
* Fresh Organic Greens	3 oz. salad mix 2 ea. yellow pear tomato 2 ea. red pear tomato 1/15 cucumber 2 oz. dressing	<b>4.50</b>
* Classic Caesar Salad	6 oz. romaine 2 oz. caesar dressing 1 oz. parmesan cheese .5 oz. anchovies 1 oz. croutons	<b>6.50</b>
<b>ENTREES – served with 2.5 oz. seasonal vegetables (petit pan squash, whole baby carrots, savoy cabbage, red cabbage, green beans, baby squash or zucchini) and homemade rolls &amp; butter ,</b>		
Pan Seared Duck Breast with Port and Sundried Cherry	6 oz. duck breast – boneless	<b>19.95</b>

Glaze	2.5 oz. port cherry sauce 3 oz. cinnamon sweet potato puree	
Crab Stuffed Shrimp with Smoked Tomato Coulis	4 16/20 shrimp 4 rashers bacon 2 oz. crab stuffing 2 oz. smoked tomato coulis 3 oz. saffron couscous	<b>21.75</b>
Crab Stuffed Trout with Avocado Beurre-Blanc	1- 6 oz. trout filet 4 oz. crabmeat stuffing 2.5 oz. <i>avocado beurre- blanc</i> 3 oz. <i>wild rice salad</i>	<b>21.95</b>
Grilled Filet Mignon with Green Peppercorn Demi- Glace	8 oz. tenderloin  <i>2 oz. peppercorn demi- glace</i> <i>3 oz. parsnip horseradish puree</i>	<b>21.00</b>
* Grilled Sirloin Steak	12 oz. NY sirloin steak <i>1.5 oz. jalapeno sundried tomato butter</i> <i>3 oz. scallion cheddar mashed potato</i>	<b>21.00</b>
Pan Seared Salmon Tostada	6 oz. Salmon 1.5 oz. organic greens 2 oz. corn salsa 3 oz. chile lime rice 1 ea. red corn tortilla	<b>19.50</b>
Oven Roasted ½ Chicken with Lemon Thyme Butter	1 ea. ½ chicken (17 oz.) 2 oz. lemon thyme butter 3 oz. Pine nut cornbread stuffing	<b>15.00</b>
Braised Lamb Shank	1 ea. 9 to 11 oz Lamb Shank 2.5 oz Rosemary Demi- Glace <i>3 oz. asiago polenta</i> .5 oz oz Fried Leeks	<b>19.50</b>

Blue Corn Tamales ( Vegetarian )	2 ea. 5 oz Tamales filled with: .5 oz Black Beans Each .5 oz Guacamole Each 3 oz Roasted corn salsa 2 oz Red pepper broth 3 oz. green chile rice	<b>15.75</b>
Chef's Daily Special	8 oz. meat or game(quail/pheasant) 2 oz Sauce Chef's vegetable of the day	<b>16.50-24.50</b>
Today's Seafood Selection	8 oz. seafood (fresh) Chef's vegetable of the day	<b>15.00-24.50</b>
<b>PASTAS- <i>includes rolls and butter</i></b>		
Tortellini with Smoked Gouda—Green Chile Mornay Sauce	5 oz. tortellini  3.5 oz. smoked gouda-green chile mornay	<b>14.95</b>
Penne with Proscuitto, Sundried Tomato and Asparagus	5 oz. penne pasta  1 oz. proscuitto – diced 1 oz. sundried tomato 1 oz. asparagus 1 oz. asiago cheese 1.5 oz. olive oil	<b>15.75</b>
<b>DESSERTS</b>		
* Assorted Ice Creams & Sherbet (Ben & Jerry's)	6 oz.	<b>3.00</b>
Chef's Mousse	6 oz.	<b>3.50</b>
Cheesecake	1/14 piece	<b>4.00</b>
* Chef's Selection	1/14 piece	<b>4.00-4.75</b>
<b>BEVERAGES</b>		
*Coffee (fresh ground), Tea, or Decaffeinated Coffee	1 cup (refills)	<b>1.75</b>
* Milk	1 cup (8 oz.)	<b>1.75</b>
* Homemade Hot Chocolate (no refills)	12 oz.	<b>2.25</b>
Espresso	1 cup	<b>2.75</b>
Cappuccino	1 cup	<b>3.00</b>
* Soft Drinks	16 oz. (refills)	<b>1.50</b>
Bottled Water	1 bottle	<b>1.75</b>



**PICNIC BASKETS *(All for two people)***

Standard Basket	2 Croissant Sandwiches (Choice of Feta or BLT) 3 1/2oz pasta salad 2 ea. whole fruit 2 – 3 oz portions assorted cheeses 4 – 1/2oz Petit fours (2 per person) 2 btl Grand Canyon Water	<b>35.00</b>
Basket with 1 Liter Sparkling Cider		<b>47.50</b>
With House Wine		<b>57.50</b>
With Meridian Chardonnay		<b>62.50</b>
With Jordan Cabernet Sauvignon		<b>87.50</b>

**BAR APPETIZERS \*\*\* *We will only offer 4  
appetizers at a time***

Spinach and Artichoke Dip with Corn Tortilla Chips or Baked Croutons	6 oz Spinach and Artichoke Dip 3 oz Corn Tortilla Chips or 3 oz Baked Croutons	<b>5.25</b>
Seasonal Fruit and Cheese Plate	6 oz. assorted cheeses 6 oz. assorted fruit	<b>7.00</b>
El Tovar Chili with Sweet Chipolte Cornbread or Corn Tortilla Chips	10 oz El Tovar Chili  1 oz Cheddar Cheese .5 oz Diced Green Onion 2 ea. Sweet Chipolte Corn Sticks or 3 oz Corn Tortilla Chips	<b>6.95</b>
Proscuitto and Fresh Seasonal Melon	6- .75 oz Proscuitto Slices 3- 1.5 oz Slices Honeydew 3- 1.5 oz Slices Cantaloupe 3 Leaves Purple Kale Garnish	<b>5.95</b>
Mexican Pizza	2 ea. 6 inch Flour Tortillas 4 oz El Tovar Salsa 3 oz Shredded Jack Cheese .5 oz Sliced Black Olives .5 oz Diced Green Onion	<b>5.75</b>
Blue Corn Nachos with Jack Cheese and Tomatillo Salsa	5 oz Blue Corn Nachos	<b>5.50</b>

	3 oz Jack Cheese	
	3 oz Tomatillo Salsa	
Blackened Chicken Caesar Garlic Croutons (same as lunch)	8 oz Blackened Chicken Breast ( Fanned ) 5 oz Shredded Romaine 2 oz Caesar Dressing 2 oz. Anchovy Filets 1 oz Parmesan Cheese 1 oz Croutons	<b>9.25</b>
Vegetable Crudite with Sundried Tomato Aioli	2 oz Cucumber 2 oz Carrot 2 oz Celery 2 oz Bell Pepper 2 oz Broccoli 4 oz Sundried Tomato Aioli	<b>5.75</b>
Basket Fresh Rolls	6 ea. 1.5 oz Dinner Rolls	<b>1.50</b>
Basket of Tortilla Chips	4 oz Tortilla Chips	<b>1.50</b>
Feta Cream Cheese Pinwheels	2 ea. 6 in Flour Tortillas 3 oz Feta Cream Cheese 6-8 ea. Spinach Leaves .5 oz Sliced Black Olive .5 oz Sliced Red Onion .5 oz Radish Sprouts	<b>6.25</b>

**ARIZONA STEAK HOUSE MENU 2000**

**SALADS & SOUPS**

* Dinner Salad	4 oz. salad mix 2 oz. dressing 1/15 cucumber 2 cherry tomatoes croutons 1/2 oz. onions	<b>2.75</b>
* Soup of the Day	8 oz.	<b>2.25</b>
Black Bean Quesadilla	1-6" flour tortilla 6 oz. black beans 6 oz. cheese 1 oz. green onion 2 oz. tomato 3 oz. fresh salsa	<b>5.50</b>
Mozzarella Half Moons	4 ea-1.5 oz. mozzarella half moons 3 oz. marinara sauce	<b>5.50</b>
Crab Cakes	2 ea-2.5 oz. crab cakes 3 oz. sonoran cocktail sauce (fresh) 2 leaf lettuce garnish 2 ea. lemon wedges	<b>6.00</b>
Pork Riblets	8 ea. pork riblets 2 oz. barbecue sauce	<b>4.50</b>
Sauteed mushrooms caps	8 ea. mushroom caps Garlic, butter, sherry	<b>4.25</b>
Jalapeno Popper	6 ea. 2 oz. stuffed jalapenos 2 oz. ranch dressing	<b>4.25</b>
<b>ENTREES - <i>includes salad with dressing, rolls &amp; butter</i></b>		
<b><i>choice of 1 baked potato or 3 oz. rice &amp; 3 oz. vegetable</i></b>		
* New York Strip	9 oz. New York strip 12 oz. New York strip	<b>14.75</b> <b>17.50</b>
* Filet Mignon	8 oz. filet mignon	<b>18.95</b>
* Grilled Marinated Chicken Breast with Lemon	8 oz. chicken breast	<b>13.95</b>

Garlic Cream Sauce	<i>2 oz. lemon garlic supreme sauce</i>	
* ½ Rack BBQ Baby Back Ribs	1/2 slab (8.5 oz.) baby back pork ribs BBQ sauce	<b>11.95</b>
Full Rack BBQ Baby Back Ribs	Full Slab (1 lb.) Baby Back Pork Ribs w\ BBQ Sauce	<b>18.95</b>
Prime Rib	8 oz. prime rib 12 oz. prime rib 16 oz. prime rib	<b>14.95</b> <b>17.95</b> <b>19.95</b>
Almond Crusted Salmon on Seasonal Greens (w/soup of the day)	3 oz. mesculin mix 4 oz. almond slices 6 oz. salmon 1 oz. tomato 2 oz. red onion 1 oz. mushroom button 1 oz. balsamic vinegar 1.5 oz. waffle fries	<b>19.75</b>
Shrimp Scampi w\ Angel Hair Pasta	6-16/20 or .65 oz. ea Shrimp 6oz Angel Hair Pasta 4 oz Garlic Butter Sauce	<b>21.25</b>
Spinach Canneloni with Roasted Red Pepper and Carrot Coulis	2-4 oz. spinach cannellini 2 oz. red pepper/carrot coulis	<b>14.95</b>
Pan Seared Red Trout Filet with Black Bean Salsa	7-9 oz. Red trout filet 3 oz. black bean corn salsa	<b>16.95</b>
Sesame Orange Beef over Basmati Rice	7 oz. sesame orange beef (tenderloin or strip sirloin) 3 oz. basmati rice	<b>18.50</b>
Catch of the day	6-8 oz. fish (fresh)	<b>13.00-18.00</b>
*		
Vegetarian entree - selection will change with seasonal availability of items	EXAMPLE  1 ea. house salad with choice of Dressing 6 oz. tri-color pasta 1 oz. Broccoli	<b>13.00-18.00</b>

	1 oz. Cauliflower	
	2 oz. sliced mushrooms	
	2 oz. diced pepper mix	
	1 oz. Tomatoes	
	2 oz. olive oil	
<b>Desserts</b>		
* Ice cream (Dreyers)	4 oz.	<b>1.95</b>
Sherbet	4 oz.	<b>1.95</b>
* Pies	1/8 slice	<b>2.50</b>
* Cheesecake	1/8 slice	<b>2.95</b>
with strawberry sauce	1/2 oz. strawberry sauce	<b>3.25</b>
Caramel Apple Cheesecake	1/12 slice	<b>3.25</b>
Chocolate Suicide Cake	1/14 slice	<b>3.25</b>
Specialty Desserts of the Day	4-6 oz.	<b>3.75</b>
<b>BEVERAGES</b>		
* Coffee, Tea, Decaffeinated Coffee (refills)	8 oz.	<b>1.20</b>
* Milk, Hot Chocolate	8 oz.	<b>1.30</b>
* Soft Drinks (refills)	8 oz.	<b>1.30</b>

**2000**

**BRIGHT ANGEL MENU - BREAKFAST**

**CHILLED FRUIT AND JUICES**

*Orange Juice	10 oz.	<b>1.50</b>
*Apple Juice	10 oz.	<b>2.25</b>
*Grapefruit Juice	10 oz.	
*Tomato Juice	10 oz.	
*Cranberry Juice	10 oz.	
*Variety of fruits to go i.e. apple, banana, etc.	1 ea.	<b>1.25</b>
*Fresh Fruit Sampler	8 oz. Variety of seasonal fruit (FRESH)	<b>5.50</b>
	3 oz. Yogurt	
	2-2.5 oz. slices of banana bead	
*Stewed Prunes	6 pieces	<b>1.95</b>
*Sliced Banana	1 banana	<b>1.25</b>
*Grapefruit	1/2 grapefruit	<b>1.95</b>

**CEREALS**

*Hot Cereal or Cold Cereal	4 oz. Cold cereal, oatmeal or cream of wheat 2 oz. Milk	<b>1.95</b>
Multigrain Breakfast (Hiker)	4 oz. Granola 1/2 banana 2 oz. Berries 2 oz. milk	<b>4.50</b>

**TOAST AND DANISH**

*Toast	2 slices bread & butter	<b>1.10</b>
Danish	3 oz.	<b>1.75</b>
*English Muffin	1.5 oz.	<b>1.50</b>
Bagel and Cream Cheese	3.5 oz. bagel , 1 oz. cream cheese	<b>2.00</b>

**SIDE ORDERS**

*1 Egg (any style)	1 large	<b>1.25</b>
*2 Eggs (any style)	2 large	<b>2.00</b>
Hash Browns	3 oz.	<b>1.75</b>
*Bacon	3-.25 oz. strips	<b>2.50</b>
*Sausage	2-2 oz. links	<b>2.50</b>
*Ham	4 oz.	<b>2.50</b>

**BREAKFAST ENTREES - include fruit  
garnish such as melon, watermelon, or oranges  
(winter)**

*2 Eggs Any Style with Meat	2 lg. eggs 4 oz. Potato 4 oz. sausage, ham or 3 each	<b>6.50</b>
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	Bacon 2 slices toast	
*2 Eggs Any Style	2 lg. eggs 4 oz. potato 2 slices toast	<b>4.50</b>
Cream Cheese and Herb Scrambled Eggs	3 lg. eggs 1.5 oz. cream cheese .25 oz. ea. dill/basil 4 oz. ham, 3 ea. sausage or 3 ea. bacon 4 oz. potato	<b>5.95</b>
*Biscuits and Gravy	2 biscuits 4 oz. country gravy	<b>4.25</b>
Country Breakfast	4 oz. chicken fried steak 2 lg. eggs any style 2 - 2 oz. Biscuits 4 oz. country gravy 4 oz. hashbrowns	<b>6.25</b>
*Buttermilk Pancakes	3-2.5 oz. pancakes 3 oz. blueberry or Strawberry sauce 3-2 oz. syrup	<b>4.95</b>
Buttermilk Pancakes	3-1.25 oz. pancakes 2 oz. blueberry or Strawberry sauce 2 oz. syrup	<b>2.25</b>
Buckwheat Pancakes	3-2.5 oz. pancakes 3 oz. blueberry or Strawberry sauce 3-2 oz. syrup	<b>5.00</b>
Buckwheat Pancakes	3-1.25 oz. pancakes 2 oz. blueberry or strawberry sauce 2 oz. maple syrup	<b>2.50</b>
*French Toast	2 slices Texas toast 3-2 oz. maple syrup or 3 oz.	<b>4.95</b>

	blueberry or strawberry sauce	
Banana Bread French Toast	2 slices banana bread 1 lg egg 2-2 oz. maple syrup 3 oz. blueberry or strawberry sauce	<b>5.25</b>
<b>OMELETS - served with buttered toast and jelly and 4 oz. potatoes</b>		
Build Your Own Omelet	3 lg. eggs	<b>4.35</b>
Add: Ham, Bacon, Sausage, Cheese, Mushroom, Onions, Green Bell Pepper or Tomato.	1 oz each	<b>.50</b>
Western Omelet	3 lg. eggs 1 oz. green peppers 1 oz. ham	<b>5.20</b>
Breakfast Frittata	3 lg. eggs 2 oz. roasted red pepper 2 oz. diced ham 2 oz. Jack cheese	<b>5.65</b>
Huevos Rancheros	4 lg. eggs 2 ea. corn tortillas 4 oz. refried beans 2 oz. enchilada sauce 1 oz. cheddar cheese	<b>5.75</b>
Ham, Swiss & Green Onion Quiche	1/6 pie slice 1 oz. diced ham 1 oz. grated cheese 1 egg 2 oz. cream 1/4 oz. green onions puff pastry crust	<b>5.10</b>



**BRIGHT ANGEL MENU – LUNCH**

*Soup Du Jour w/crackers & butter	8 oz.	<b>2.50</b>
*Tossed Salad w/ crackers & butter	5 oz. lettuce 1 cherry tomato ½ oz. onion ring Choice of dressing	<b>2.10</b>
Tri-colored Tortellini Salad w/ 2 breadsticks	4 oz. tri-colored tortellini .5 oz. broccoli .5 oz. cauliflower .25 cucumber 1 ea. tomato 3 oz. dressing	<b>5.50</b>
Breadsticks Appetizer	4 ea. 4 oz. breadsticks 3 oz. marinara	<b>2.50</b>
Jalapeno Poppers	6 ea. 2 oz. jalapenos 2 oz. ranch dressing	<b>4.25</b>
Beer Battered Mushrooms and Zucchini	4 oz. beer battered mushrooms 4 oz. beer battered zucchini 2 oz. ranch dressing	<b>4.25</b>
Fresh Fruit Sampler	8 oz. variety of seasonal fruit (FRESH) 3 oz. yogurt 2 slices banana bread	<b>5.50</b>
Taco Salad	1 ea. 12" flour tortilla shell 3 oz. shredded lettuce 1 oz. refried beans 4 oz. seasoned ground beef 2 oz. shredded cheese 1 oz. sour cream 1 oz. guacamole 2 oz. salsa 2 oz diced tomato sliced black olives	<b>7.95</b>
*Grilled Chicken Breast Salad	6 oz. greens mix 6 oz. chicken breast 1 ea. tomato 1 oz. romano cheese	<b>6.95</b>

	1 oz. alfalfa sprouts	
	2 oz. choice of dressing	
*Harvey Spinach Salad	6 oz. spinach	<b>5.95</b>
	1 ea. Tomato	
	1 ea. hard boiled egg	
	1 oz. romano cheese	
	1 oz. mushrooms	
	1 oz. sunflower seeds	
	2 oz. dressing	
	w/crackers & butter	
<b>SANDWICH ROUNDUP</b>		
<b>w/ choice of cole slaw, fries or onion rings, &amp; garnish</b>		
*Canyon Grill	4 oz. turkey breast	<b>6.50</b>
	3 slices bacon	
	2 oz. mozzarella cheese	
	2 slices sourdough bread	
Grilled Reuben Sandwich ( Corned Beef or Turkey )	2 slices rye bread	<b>6.75</b>
	4 oz. sliced corn beef or turkey	
	1 oz. Swiss cheese	
	1 ½ oz. sauerkraut	
	Salad dressing	
	garnish	
*Tuna Melt	2 slices rye bread	<b>6.75</b>
	4 oz. tuna salad	
	2 oz cheese	
Grilled Reuben, French dip or Tuna Melt with 8 oz Soup of the Day or Tossed Salad	Specified whole sandwich w\ garnish, fries or onion rings 8oz soup or tossed salad w\ dressing	<b>8.25</b>
*Grilled Chicken Breast in Adobo Marinade with Guacamole	1 ea. oat bun	<b>6.95</b>
	1 oz. Adobo marinade	
	1 oz. guacamole	
	4 oz. chicken breast	
<b>ADDITIONAL FAVORITES</b>		
*Packer's Stew	1 ea. sourdough bread bowl	<b>7.50</b>
	8 oz. beef and vegetable stew, =	
	6.75 oz. Round beef w/red potatoes, carrots, celery, onions	
*Chili Stew	1 ea. sourdough bread bowl	<b>7.50</b>
	8 oz. chili w/ red onions & cheese	

Vegetarian Chili in a Bread Bowl	1 ea. sourdough bread bowl 8 oz. vegetarian chili	<b>7.25</b>
Clam Chowder in a Bread Bowl	1 ea. sourdough bread bowl 8 oz. clam chowder 1 oz. diced tomatoes	<b>6.50</b>
*Chicken Fingers	6 oz. breaded chicken strips 4 oz. fries 2 oz. ranch dressing	<b>5.95</b>
<b>BURGERS - choice of fries, slaw or onion rings, with garnish (lettuce, tomato, pickle)</b>		
*One Third Pound Burger	5.33 oz. ground beef 2 oz. bun	<b>5.75</b>
with cheese	1 oz. cheese	<b>6.00</b>
with bacon & cheese	2 strips	<b>6.25</b>
*Chili Burger	5.33 oz. ground beef 2 oz. bun 1 oz. cheese ½ oz onion 2 oz. chili	<b>6.25</b>
Veggie Burger	1 ea. 4 oz. vegetable patty 1 ea. oat bun 3 ea. pepperoncini 1 oz. pepperjack cheese	<b>6.00</b>
Patty Melt	1 – 5.5 oz beef Patty 2 slices rye bread 1 oz grilled onion	<b>6.00</b>
<b><u>DINNER - served with soup or salad, rolls &amp; butter, vegetable, potato</u></b>		
*Hand Cut New York Steak	12 oz. steak	<b>16.95</b>
*Grilled Trout	6 oz. boneless trout	<b>13.00</b>
*Spaghetti w\ Meat Sauce or Tomato Sauce	6 oz. spaghetti 4 oz. meat sauce or tomato sauce 2 oz. garlic bread	<b>8.95</b>
Fettuccine Alfredo w\ Chicken	6 oz fettuccine 3 oz diced chicken 4 oz alfredo sauce	<b>11.50</b>
Stuffed Shells with Breadsticks	4 ea. stuffed shells	<b>9.25</b>

	2 oz. ea. ricotta filling	
	3 oz. marinara sauce	
	2 oz. shredded mozzarella	
	2 ea. breadsticks	
Beef Stroganoff	4 oz. beef	10.50
	3 oz. sauce	
	1 oz. sour cream	
	6 oz. fettucini noodles	
*Liver & Onions	8 oz. grilled beef liver	8.50
	2 oz. grilled onions	
<b>SOUTHWESTERN</b>		
*Beef Fajita	6 oz. slice marinated steak	9.95
	3 - 6" flour tortillas	
	2 oz. guacamole	
	2 oz. salsa	
	1 oz. shredded lettuce	
	3 oz. sautéed onions, peppers, tomatoes	
	2 oz. sour cream	
	2 oz. rice	
	2 oz. refried beans	
*Chicken Fajita	6 oz. boneless chicken	9.95
	3 - 6" flour tortillas	
	2 oz. guacamole	
	2 oz. salsa	
	1 oz. shredded lettuce	
	3 oz. sautéed onions, peppers And tomatoes	
	2 oz. sour cream	
	2 oz. rice	
	2 oz. refried beans	
*Combo Chicken and Beef Fajita	3 oz. chicken and beef (6 oz. total)	9.95
Vegetable Fajitas	8 oz. assorted mixed vegetables	8.55
	3-6" flour tortillas	
	1-6" corn tortilla	
	1 oz. guacamole	
	1 oz. sour cream	
	2 oz. salsa	
	2 oz. refried beans	

	2 oz. spanish rice	
	2 oz. cheddar cheese	
Green Chile Cheese Tamales	2 ea tamales	<b>7.75</b>
	3 oz. spanish rice	
	3 oz. refried beans	
	2 oz. enchilada sauce	
	2 oz. sour cream	
Chicken and Cheese Burrito	4 oz. chicken	<b>6.95</b>
	2 oz. cheddar cheese	
	1-12" flour tortilla	
	2 oz. enchilada sauce	
	2 oz. salsa	
	1 oz. guacamole	
	1 oz. sour cream	
	3 oz. refried beans	
	3 oz. spanish rice	
Beef and Cheese Burrito	4 oz. beef	<b>6.95</b>
	1-12" flour tortilla	
	2 oz. enchilada suade	
	2 oz. salsa	
	1 oz. guacamole	
	1 oz. sour cream	
	3 oz. refried beans	
	3 oz. spanish rice	
Vegetable and Cheese Burrito	4 oz. assorted vegetables	<b>5.95</b>
	1-12" flour tortilla	
	2 oz. enchilada suade	
	2 oz. salsa	
	1 oz. guacamole	
	1 oz. sour cream	
	3 oz. refried beans	
	3 oz. spanish rice	

#### **SIDE ORDERS**

Rice	4 oz.	<b>1.20</b>
*French Fries	6 oz.	<b>1.75</b>
Cole Slaw	3 oz.	<b>1.00</b>
Sliced Tomatoes	3 slices tomato	<b>1.00</b>
Mashed Potatoes & Gravy	3 oz. potato	<b>1.50</b>
	2 oz. gravy	
Vegetable of the Day	3 oz.	<b>1.25</b>
Guacamole	2 oz.	<b>1.25</b>

Sour Cream	2 oz.	<b>1.00</b>
Flour Tortilla (2)	2 - 6"	<b>.95</b>
Onion Rings	6 oz.	<b>1.75</b>

**DESSERTS**

*Ice Cream or Sherbet (Dreyers)	1 scoop - 4 oz.	<b>2.00</b>
*Fruit Pies	1/8 slice	<b>2.50</b>
*Cheesecake	1/14 slice	<b>2.95</b>
with Strawberry Sauce	1 1/2 oz. strawberry sauce	<b>3.25</b>
Apple Grunt with Ice Cream	4 oz. scoop vanilla ice cream	<b>3.50</b>
	3 oz. granola	
	1 oz. brown sugar	
	4 oz. sliced apples	
	Cinnamon	
	1 oz raisins	
Caramel Apple Cheesecake	1/12 slice	<b>3.25</b>
Chocolate Suicide Cake	1\14 slice	<b>3.25</b>

**BEVERAGES**

*Coffee, Tea, Decaffeinated Coffee (with refills)	8 oz.	<b>1.20</b>
*Milk, Hot Chocolate	8 oz.	<b>1.30</b>
*Soft Drinks (with refills)	12 oz.	<b>1.30</b>

## BRIGHT ANGEL FOUNTAIN

### PREMIUM DREYERS GRAND ICE CREAM

* 1 scoop <i>(includes .10 tax)</i>	4 oz.	1.85
* 2 scoops <i>(includes .15 tax)</i>	8 oz.	2.65
Soft frozen yogurt <i>(includes .08 tax)</i>	4 oz.	1.65
(Soft Frozen Yogurt <i>(includes .12 tax)</i> )	8 oz.	2.45

### BEVERAGES

* Soft drinks <i>(includes .06 tax)</i> <i>(includes .08 tax)</i>	12 oz. 20 oz.	1.20 1.40
* Coffee, tea, decaffeinated coffee <i>(includes .06 tax)</i> <i>(includes .08 tax)</i>	12 oz. 20 oz.	1.05 1.15
* Lemonade <i>(includes .06 tax)</i> <i>(includes .08 tax)</i>	12 oz. 20 oz.	<b>1.20</b> 1.40
* Orange juice <i>(includes .07 tax)</i>	12 oz.	1.40
* Hot chocolate <i>(includes .06 tax)</i> <i>(includes .08 tax)</i>	12 oz. 20 oz.	1.05 1.45
* Milk <i>(includes .05 tax)</i>	8 oz.	1.00

### COLD SANDWICHES

* Ham <i>(includes .16 tax)</i>	2 slices bread 4 oz. ham	3.40
* Turkey <i>(includes .16 tax)</i>	2 slices bread 4 oz. turkey	3.40
* Hot dog – Oscar Meyer <i>(includes .10 tax)</i>	1-2 oz. hot dog bun condiments	1.90

### OTHER

* Potato chips <i>(includes .05 tax)</i>	3 1/2 oz. bag	.80
* Pretzels	4 oz. <i>same as MW's approval</i>	1.75
* Whole fresh fruit	1 ea.	1.00
* Cookies	2 ea. 1 ea.	1.35 .95
* Danish	1 ea. 4.5 oz. danish	1.40
* Muffin	1 ea. 4.0 oz. muffin	1.20
* Bottled water	1 bottle	1.60

* Yogurt	6 oz. assorted	1.50
* Bagel & cream cheese	1 ea. 3.5 oz. bagel 1 oz. cream cheese	1.50

PER OUR AGREEMENT LAST YEAR, THERE WILL BE NO NEW (ADDITIONAL) ITEMS ON FUTURE BRIGHT ANGEL FOUNTAIN MENU PROPOSALS.

ALL ITEMS INCLUDE 5.8% TAX.



**MASWIK & YAVAPAI 2000**

**BREAKFAST ITEMS**

* Half Grapefruit <i>(when in season)</i>	½ ea.	1.25
* Melon <i>(when in season)</i>	½ ea. or 4 oz.	1.35
* Whole Fresh Fruit <i>(apple, orange, banana)</i>	1 piece	1.00
Stewed Prunes	4 oz. (6-8 pcs.)	1.25
Fruit Cocktail	4 oz.	1.25
* Cottage Cheese with Fruit	3 oz. 2 oz. fruit	1.20
* Hot Oatmeal	1-6 oz. bowl ½ pint milk	1.50
Cold Cereal	1 bowl/box ½ pint milk	1.50
* Cinnamon Roll	6 oz.	1.95
* Muffin <i>(assorted)</i>	1 ea. 6 oz. w/ butter	1.10
* English Muffin	1 ea. w/ butter	1.10
* Toast	2 slices w/ butter	1.10
* Bagel with Cream Cheese	3.5 oz. bagel 1 oz. cream cheese	1.65
Fruit or Cheese Danish	4 oz.	1.40
Banana Bread	1-4 oz. slice	.95
* Biscuits	1 ea. w/ butter	.50
* Pancake <i>(all served with syrup &amp; butter)</i>	1-2.5 oz. 2-2.5 oz. 3-2.5 oz.	1.15 2.05 2.85
* Eggs	1 large 2 large	.95 1.50
* French Toast <i>(with syrup &amp; butter)</i>	1 thick sl. texas toast 2 thick sl. texas toast	1.40 2.85

* American Breakfast	2 lg. eggs scrambled 1 biscuit 3 oz. hash browns 3 rashers bacon or 4 oz. saus.	4.70
* Biscuits & Gravy	2 biscuits 5 oz. gravy	2.50
* Canadian Breakfast Sandwich	1-3 oz. English muffin 2-1 oz. Canadian bacon 2 lg. eggs 1 slice American cheese	3.10
Sausage & Egg Biscuit Sandwich	1 biscuit	2.95

	1-1.5 oz. scrambled egg 1 oz. canadian bacon 1 slice american cheese	
Bacon, Egg and Cheese Croissant	1-3.5 oz. fresh croissant 2 rashers bacon 2 lg. eggs 1 slice american cheese	3.15
Breakfast Burrito (2 ea. served)	2 oz. scrambled egg 1 oz. cheese 1 oz. salsa-housemade 1 ea. 10" flour tortilla	3.25
* Bacon or Sausage	3 rashers or 2-2 oz. patties or 4-1oz. link	1.95
* Ham	3 oz.	2.00
* Breakfast Potatoes	3 oz.	1.25
* Country Gravy	6 oz.	.75

### **LUNCH & DINNER**

* Soup of the Day	8 oz.	1.95
* Chili	8 oz. chili - <i>bowl</i> 6 oz. chili - <i>cup</i> 1 oz. cheese 1 oz. onions	2.50 1.90
Chili in Bread Bowl	8 oz. chili 1 bread bowl 1 oz. cheese 1 oz. onions	5.75
* Mixed Green Salad (MW only)	6 oz. salad mix 1 sl. cucumber 1 ea. cherry tomato	1.25
* Mixed Green Salad Bar (YL only) olives, tomatoes, mushrooms, onions, cucumbers.	6 oz. salad mix, choice of toppings (includes cheese & egg....)	1.65
* Chef's Salad _____	5 oz. mixed greens 2 oz. ea. turkey, ham & cheese 1 lg. egg 1/2 tomato 3 ea. olives	5.45
* Potato Salad or Macaroni Salad	3 oz.	1.00
* Cole Slaw	3 oz.	.85
* Stuffed Tomato Tuna or Turkey Salad	1 large tomato 3 olives	3.75

	3 oz. tuna or turkey salad lettuce bed	
* Fresh Fruit Plate with Yogurt	2 oz. cantaloupe 2 oz. honeydew 1 oz. grapes 2 ea. orange slices 2-1 oz. pineapple 4 oz. fruit yogurt	4.25

### **SANDWICHES - WRAPPED**

*(all sandwiches made on site by GCNPL, ingredients weighed prior to packaging)*

* Ham, Turkey, Roast Beef, Tuna Salad	4 oz. meat 2 slices bread	3.25
* <i>Same as above with cheese</i>	3 oz. meat 1 oz. cheese	3.25
* Egg Salad Sandwich	4 oz. egg salad 2 slices bread	2.75
Cheese Sandwich	4 oz. cheese 2 slices bread	2.75

### **DELI SUB SANDWICHES**

* Ham & Cheese Sub	1 ea. sub roll 3 oz. ham 1 oz. cheese 1 oz. lettuce 1 oz. tomato 2 pkg. P.C. condiments	4.75
* Turkey & Cheese Sub	1 ea. sub roll 3oz. turkey 1 oz. cheese 1 oz. lettuce 1 oz. tomato 2 pkg. P.C. condiments	4.75
*Roast Beef & Cheese Sub	1 ea. sub roll 3 oz. roast beef 1 oz. cheese 1 oz. lettuce 1 oz. tomato 2 pkg. P.C. condiments	4.75
Turkey & Bacon Sub	1 ea. sub roll 3 oz. turkey 1 oz. cooked bacon 1 leaf lettuce 1 oz. tomato slices	4.75

	2 pkg. P.C. condiments	
Tuna Salad Sub	1 ea. sub roll 4 oz. tuna salad 1 oz. lettuce 1 oz. tomato	4.75

### **SPECIALTY SANDWICHES**

<u>Bacon, Lettuce and Tomato Sandwich</u>	2 slices bread 4 rashers bacon 2 oz. leaf lettuce 2 slices tomato 1 oz. mayonnaise	3.85
Bagel Sandwich	1-4.5 oz. bagel 4 oz. sliced ham, roast beef or turkey 1 slice American cheese 1 leaf lettuce 2 slices tomato	5.00
Croissant Sandwich w/ <i>Ham, Turkey or Roast Beef</i>	1-3.5 oz. fresh croissant 4 oz. turkey, roast beef or ham 1 slice American cheese 1 leaf lettuce 2 slices tomato	5.00

* Italian Sub Roll	1 Italian sub roll (6 inch) 1oz. salami 1 oz. bologna 1 oz. ham 1 oz. cheese 1 oz. lettuce 1 oz. tomato 1 oz. Italian Mayo 1 ea. Italian Pepperocini	5.00
Club Sub	1 ea. sub roll 2 oz. turkey 1 oz. ham 1 oz. cooked bacon 1 oz. cheese	5.00
Tortilla Rollup w/ <i>Ham, Turkey or Roast Beef</i>	1 oz. specialty mayo red onion 4 oz. ham, turkey or roast beef .5 oz. shredded lettuce 1 oz. mayonnaise	5.00

	2 slices tomato 1 ea. slice onion 1.5 oz. shredded cheddar 1-10" flour tortilla	
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### BOX LUNCHES

Box Lunch <i>Ham, Turkey, Roast Beef Sandwich</i>	4 oz. sliced meat 2 slices bread 1 whole orange or apple 1 oz. peanuts 1-4 pk. Oreo cookies 6 oz. juice bag .75 oz. chips 2-1.5 oz. cream cheese	8.00
Vegetarian Box Lunch <i>(selection will change with seasonal availability of items)</i>  <b>EXAMPLE</b>	5 oz. fresh vegetables (1.25 oz. red onion, 1.25 oz. green bell pepper, 1.25 oz. cucumber, 1.25 oz. tomato) 2 slices bread 1 whole orange or apple 1 oz. peanuts 1-4pk. Oreo cookies 6 oz. juice bag .75 oz. chips 2-1.5 oz. cream cheese	8.00
Sausage & Cheese Box Lunch	3 oz. Sausage chub .75 oz. mini bon bel 1 whole orange or apple 1 oz. peanuts 1-4 pk. Oreo cookies 6 oz. juice bag .75 oz. chips 1-1.5 oz. cream cheese 1 french roll	8.00

### **HOT SANDWICHES**

*Grilled Chicken Sandwich	4 oz. breast 1 hamburger bun 1 tomato slice	4.40
Grilled Chicken Sand w/ Bacon & Cheese	<i>as above</i> w/:2 rashers bacon 1 oz. cheese	5.20
Hot Beef or Turkey Open Faced Sandwich	4 oz. beef or turkey 2 slices bread 2 oz. gravy 4 oz. mashed potatoes	4.95
French Dip	4 oz. roast beef 3 oz. au jus 1 french roll	4.25
Steak & Cheese Sandwich	4 oz. beef 1 oz. cheese 1 oz. grilled peppers and onion 1 french roll	4.25
Corned Beef or Pastrami Sandwich	4 oz. meat 2 slices bread 2 oz. tomato, lettuce & pickle	4.25
Rueben Sandwich	3 oz. corned beef 1 oz. Swiss cheese 1 oz. sauerkraut dressing 2 slices rye bread	4.25
Patty Melt	1/4 lb. patty 1 oz. Swiss cheese 1 oz. onion 2 slices bread	3.95
Tuna Melt	4 oz. tuna salad 1 oz. cheese 2 slices bread	3.70

### **HOT SANDWICHES**

BBQ Sandwich ( <i>beef or pork</i> )	4 oz. beef or pork 1 hamburger bun 1 oz. BBQ sauce	4.50
BBQ Sandwich ( <i>chicken</i> )	4 oz. chicken breast 1 hamburger bun 1 oz. BBQ sauce	4.50
Meatball Parmesan Hoagie	1-4 oz. sub roll 2-4 oz. meatballs 1 oz. shredded mozzarella	4.75

	2 oz. tomato sauce	
<u>Chicken Parmesan Hoagie</u>	1-4 oz. chicken breast 2 oz. shredded mozzarella 1-3.5 oz. sub roll 2 oz. tomato sauce	4.75
<b>Eggplant Parmesan Hoagie</b>	4 oz. eggplant 2 oz. shredded mozzarella 1 – 3.5 oz. sub roll 2 oz. tomato sauce	4.75

**BURGERS** *served w/ 2 oz. lettuce, pickle, tomato*

* Hamburger	4 oz. patty 1 hamburger bun condiments	2.75
* Cheeseburger	4 oz. patty 1 hamburger bun 1 oz. cheese condiments	3.15
Bacon Cheeseburger	4 oz. patty 1 hamburger bun 1 oz. cheese 2 rashers bacon condiments	4.00

Chili Burger	4 oz. patty 1 hamburger bun 1 oz. cheese 4 oz. chili 1 oz. onion	4.25
Veggie Burger	4 oz. veggie burger 1 bun condiments 1 oz. cheese	3.25
* Fish Sandwich	3 oz. fried fish 1 hamburger bun 1 oz. tartar sauce 1-.5 oz. slice cheese	3.25
* Hot Dog	1/8 lb. hot-dog (Oscar Mayer) 1 hot dog bun condiments	1.80
* Corn Dog	4 oz. hot dog batter	2.00
* Grilled Cheese	2 oz. cheese 2 slices bread	2.95

### ENTREES

*(include 3 oz. vegetable, 4 oz. potato or rice, roll & butter)*

* Chicken Pot Pie <i>(no side veg. or starch)</i>	4 oz. chicken puff pastry 3 oz. vegetables 2 oz. gravy	5.25
* Poached, Steamed, Baked Fish or Breaded <i>(salmon, snapper, cod, perch etc.)</i>	7 oz. fish (on-site prep.) 7 oz. fish (breaded)	6.60 6.25
*Pepper Steak, Beef Bourginione, Beef Stroganoff	6 oz. beef	5.95

### ENTREES Cont'd

* Meat Loaf	8 oz. meat loaf 3 oz. brown sauce	5.40
* Baked Ham Steak	6 oz. ham steak 2 oz. fruit sauce	5.95
* Chicken Fried Steak	4 oz. breaded cutlet	5.75
Rainbow Trout	6 oz. trout butter & spices	6.25
Salisbury Steak in Mushroom Glaze	8 oz cube steak	6.25
	2 oz. glaze 3 oz. white gravy	
Beef Pot Roast	6 oz. roast beef 2 oz. brown gravy	5.20
Beef Stew <i>(no side starch or veg.)</i>	6 oz. beef ½ oz. celery ½ oz. onions 1 oz. carrots 1 oz. potato	5.35
Stuffed Bell Pepper	1 lg. whole pepper 2 oz. rice 4 oz. ground beef 2 oz. tomato sauce	4.65
Quiche of the Day <i>(w/ vegetable)</i>	8 oz. portion	4.50
Vegetable Upside-down Casserole	4 oz. vegetable 2 oz. cheese 2 oz. bread 4 oz sauce	4.75

### **CHICKEN**

* Chicken Dinner <i>(includes potato and veg) (MW)</i>	1/2 chicken or 3 pieces <i>(leg, breast, thigh)</i> 2 oz. sauce	5.80
* Fried Chicken 3 Piece Dinner <i>(YL)</i>	breast, leg and thigh 4 oz. wedge fries	5.90



	3 oz. cole slaw 1 biscuit	
* Fried Chicken 2 Piece Dinner (YL)	breast, choice of leg or thigh 4 oz. wedge fries 3 oz. cole slaw 1 biscuit	4.75
* Spicy Chicken Wings	12 oz. chicken wings 2 oz. sauce 6 oz. fries	3.75
* 18 Piece Bucket of Chicken (YL)	4 breast 5 thighs 4 legs 5 wings	20.00
* 9 Piece Box of Chicken (YL)	2 breast 2 or 3 leg 2 ea. 3 thigh 2 wings	11.00
* 3 Piece Box of Chicken (YL)	breast, leg, thigh	3.75
* Fried Chicken Individual Pieces (YL)	leg thigh breast 3 ea. wings	1.25 1.25 2.00 1.15

**PASTA** (includes parmesan bread stick)

* Spaghetti	4 oz. marinara sauce 1 oz. parmesan 6 oz. spaghetti noodles	4.50
*Spaghetti w/ Meat Sauce	4 oz. meat sauce 1 oz. parmesan 6 oz. spaghetti noodles	4.70
* Macaroni & Cheese	6 oz. macaroni 2 oz. cheese sauce	3.75
Vegetarian Lasagna (House-made, not frozen product)	6 oz. lasagna noodles 3 oz veg & sauce 1 oz. parmesan cheese	4.95
Traditional Lasagna (House-made, not frozen product)	8 oz. lasagna portion Includes: pasta, meat sauce 1 oz parmesan cheese	4.95
Ravioli	6 oz. ravioli 2 oz. sauce 1 oz. cheese	4.50
Tortellini	6 oz. tortellini 2 oz. sauce	4.50

	1 oz. parmesan	
Spinach Cannelloni	2 ea. crepe shells 5 oz. spinach filling 2 oz. tomato sauce	4.50
Manicotti	2-3 oz. portions 4 oz. sauce 1 oz. parmesan cheese	4.50
Pasta of the Day	6 oz. upgraded pasta 4 oz. sauce 1 oz. cheese	6.00

### **MEXICAN ENTREES**

*(served with 3 oz. rice & 3 oz. beans)*

Beef & Bean Burrito	4 oz. ground beef 2 oz. cheese 4 oz. enchilada sauce 1 oz. salsa 10" flour tortilla 2 oz. refried beans	4.95
Bean & Cheese Burrito	10" flour tortilla 2 oz. cheese 4 oz. refried beans 1 oz. salsa	3.95
Chicken Burrito	4 oz. chicken 1 oz. cheese 1 10" tortilla 1 oz. salsa 4 oz. refried beans	4.95
Chicken, Beef or Pork Enchiladas <i>(two ea.)</i>	6" corn tortilla 2 oz. seasoned meat 3 oz. enchilada sauce 1 oz. salsa 1 oz guacamole 1 oz. sour cream	5.25
Beef or Chicken Fajita	10" flour tortilla 4 oz. beef or chicken 1 oz. cheese 1 oz. salsa bell peppers & onion 1 oz. sour cream 1 oz. guacamole	5.95

### **MEXICAN A LA CARTE**

Nachos Deluxe	3 oz. nacho chips 3 oz. cheese sauce	3.50
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	2 oz. beans 1 oz. sour cream 1 oz. guacamole 1/2 oz. olives	
Beef Taco	6" corn tortilla 2 oz. ground beef 1/2 oz. cheese 1 oz. lettuce 1 oz. salsa	1.75
Bean Taco	2 oz. refried beans 1/2 oz. cheese 1 oz. lettuce 1 oz. salsa	1.50
Soft Taco	10" flour tortilla 1 oz. refried beans (canned) 1 oz. ground beef or chicken 2 oz. lettuce 1/2 oz. cheese 1 oz. salsa	3.50
* Taco Salad ( <i>beef or chicken</i> )	10" flour tortilla 2 oz. lettuce 3 oz. refried beans 2 oz. ground beef or chicken 1 oz. cheese 1 oz. salsa 1 oz. guacamole 1 oz. sour cream	6.00

### PIZZA

* Cheese Pizza	6" crust 2 oz sauce 3 oz. cheese	3.30
* Pepperoni Pizza	6" crust 3 oz. cheese 2 oz. sauce 6 slices pepperoni	3.90
* Vegetarian Pizza	6" crust 3 oz. cheese 2 oz. sauce olives, mushrooms, bell pepper & onion	4.50
* Supreme Pizza	6" crust	4.75

	2 oz. sauce 3 oz. cheese pepperoni, sausage, bell pepper mushroom, onion	
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## SIDES

* French Fries	6 oz. 10 oz.	1.25 1.45
Chili Fries	6 oz. fries 4 oz. chili 1 oz. cheese	2.50
Onion Rings	8 oz.	1.45
Seasoned Wedge Fries	6 oz. 10 oz.	1.45 1.75
* Rolls with Butter	2 ea.	.75
Potato Chips, Assorted	1-7/8 oz. bag	.75
Tortilla, Corn (2 ea.)	6"	.60
Tortilla, Flour (2 ea.)	10"	.60
Guacamole	1 oz.	.70
Mashed Potatoes	3 oz.	.80
Baked Potato w/butter	80 ct. baker	1.75
Mexican Rice	4 oz.	.70
Refried Beans	3 oz.	.70
Taco Meat	3 oz.	.85
Salsa (fresh)	1 oz.	.75
Sour Cream	1 oz.	.70
Add Cheese	1 oz.	.40
Soft Pretzels	4 oz.	1.75

## DESSERTS

* Jell-O ( <i>with or without Fruit</i> )	3 oz.	.90
* Cookies ( <i>variety</i> )	2-1 ½ oz. ea. 1-1 ½ oz. ea.	1.35 .95
* Pudding	4 oz.	1.20
* Brownies	4 oz.	1.50
* Yogurt ( <i>Yoplait varieties</i> )	6 oz.	1.50
Bread Pudding ( <i>made in house</i> )	6 oz.	1.50
* Fruit Pies	1/8 slice	1.65
* Layer Cake	1/16 slice	1.55
* Ice Cream ( <i>Dreyers Grand</i> )	4 oz.	1.75
Lemon Meringue Pie	1/6 slice	1.95
Chocolate Silk Pie	1/6 slice	1.95
* Cheese Cake ( <i>cream style</i> )	1/14 slice	1.85
Dessert of the Day ( <i>specialty</i> )	Portions will vary	2.50

* Cheese Cake ( <i>NY specialty style</i> )	1/12 slice	3.00
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### BEVERAGES

* Orange Juice, Apple Juice, Cranberry Juice	12 oz. Sm.	1.35
	20 oz. Lg.	2.10
Grapefruit Juice, Tomato Juice	6 oz. canned	.90
* Milk (whole, 2%, skim)	1/2 pint	.95
* Coffee, (with refill), Iced Tea, Hot Tea	12 oz.	1.00
	20 oz.	1.10
* Soft Drinks (with refills) & Lemonade	12 oz.	1.15
	20 oz.	1.35
Bottled Water	10 oz.	1.50
GC Rocks	10 oz.	2.00
Hot Chocolate	12 oz.	1.00
	20 oz.	1.40
Cappuccino	12 oz.	1.90
	20 oz.	2.40

**CHILDREN'S MENU**

Sante Fe Grilled Chicken Breast Sandwich with Swiss Cheese <b>w/chips (1 oz.)</b>	4 oz. chicken breast 1 oz. swiss cheese 1 hamburger roll condiments	<b>4.00</b>
Bright Angel Hamburger <b>w/chips (1 oz.)</b>	4 oz. hamburger pattie 1 hamburger roll condiments	<b>3.75</b>
Bright Angel Cheeseburger <b>w/chips (1 oz.)</b>	4 oz. hamburger pattie 1 oz. american sliced cheese 1 hamburger roll condiments	<b>3.75</b>
South Rim Cheese Quesadilla with Rice and Vegetables	2 6" four tortillas 2 oz. shredded cheddar cheese	<b>3.95</b>
Plateau Point Grilled Ham and Cheese Sandwich <b>w/fries</b>	2 ea. ham slices 2 ea. american cheese slices 2 ea. sliced bread condiments	<b>3.50</b>
Spaghetti <b>w/breadstick</b>	4 oz. pasta 3 oz. sauce	<b>3.75</b>
Chicken Fingers	5 ea. chicken fingers (1.5 <b>oz. ea.)</b> 2 oz. barbecue sauce 3 oz. french fries	<b>4.25</b>
Macaroni and Cheese	6 oz.	<b>3.25</b>
Grand Canyon Soup of the Day	6 oz. soup	<b>2.00</b>
Hermit's Rest Hot Dog	1 hot dog 1 hot dog bun Condiments	<b>2.00</b>
Trekker's Favorite French Fries	4 oz. french fries	<b>1.25</b>
Watch Tower Ice Cream (Assorted Flavors)	1 4 oz. scoop	<b>1.50</b>
Mary Jane Colter's Favorite Soft Drinks, Milk and Hot Chocolate	8 oz. soft drink, milk, or hot chocolate	<b>.90</b>

**ARIZONA ROOM, BRIGHT ANGEL, MASWIK, YAVAPAI LOUNGES - STANDARD WELL -**  
**all portions are standard 1 oz. unless otherwise noted.**

* Well	1. oz.	3.50
* Call	1. oz.	4.00
Cordials	1. oz.	3.75-5.00
Premium Call	1. oz.	4.50
Superior Call	1. oz.	4.75
Super Premium	1 oz.	4.50-20.00
Specialty Drinks	1. oz.	4.25
Two Part Well (i.e. martini, margarita)	1 1/2 oz.	4.00
Two Part Call	1 1/2 oz.	4.50
Two Part Premium	1 1/2 oz.	5.00
Two Part Superior	1 1/2 oz.	5.50
Particular Mixed Drinks (3 parts)	1 1/2 oz.	6.00
<b>ANY OTHER SPECIALTY DRINKS (2 OZ. OR ABOVE) PRICED AS A MULTIPLE OF A SINGLE DRINK.</b>		
Draft Beer	10 oz.	2.00
Import Draft Beer	10 oz.	2.50
	20 oz.	4.75
* Domestic Bottle	12 oz.	3.00
Premium Beer / Imported Beer	12 oz.	3.25-4.00
Micro Brew Bottle (Grand Canyon, Mogollon, Whistle Stop)	12 oz.	3.00-4.00
House Wine by the Glass	5-6 oz.	3.25
House Wine Half Carafe	16 oz.	6.50
House Wine Carafe	33 oz.	11.75
Virgin Drinks	3.00	2.50
Cognac	1 oz.	5.75-8.00
* Cork Finished Varietals by the Glass	5-6 oz.	4.00-6.00
Premium Varietals by the Glass	5-6 oz.	4.00-12.00
Mini Wine (MW & YL only)	175 ml	2.75

**EL TOVAR LOUNGE - PREMIUM WELL - all portions are standard 1 oz. unless otherwise noted.**

* Well	1. oz.	3.75
* Call	1. oz.	4.50
Cordials	1. oz.	4.25-9.00
Premium Call	1. oz.	5.00
Superior Call	1. oz.	5.25
Super Premium	1 oz.	5.00-30.00
Specialty Drinks	1. oz.	5.00
Two Part Well (i.e. martini, margarita)	1 1/2 oz.	4.50
Two Part Call	1 1/2 oz.	5.25
Two Part Premium	1 1/2 oz.	5.75
Two Part Superior	1 1/2 oz.	6.25
Particular Mixed Drinks (3 parts)	1 1/2 oz.	6.25
Draft Beer	10 oz.	2.25
	20 oz.	4.00
Import / Micro Brew Draft Beer	10 oz.	3.00-3.75
	20 oz.	5.00
* Domestic Bottle	12 oz.	3.25
Premium / Import Beer	12 oz.	3.50-4.95
Micro Brew Bottle (Grand Canyon, Mogollon, Whistle Stop)	12 oz.	3.25-5.50
* Cork Finished Varietals by the Glass	5-6 oz.	4.50
Premium Varietals by the Glass	5-6 oz.	5.00-15.00
Champagne by the Glass	5-6 oz.	4.25-15.00
Virgin Drinks	7-8 oz.	3.00
Port	3 oz.	6.00-25.00
Cognac	1 oz.	6.00-30.00
Dessert Wines	3 oz.	6.00-12.50
Armagnacs	1 oz.	6.00-12.00



**BLUSH WINES - DOMESTIC**

White Zinfandel, El TOVAR Private Label	10.75
White Zinfandel, Buehler	21.00
White Zinfandel, Creston	17.00
Grenache Rose, Joseph Phelps	20.00

**NON ALCOHOLIC WINES**

White Zinfandel, Ariel	25.00
Chardonnay, Ariel	25.00
Cabernet Sauvignon, Ariel	25.00

**WHITE WINES - DOMESTIC**

Chardonnay, El Tovar Private Label	19.75
Chardonnay, Robert Mondavi, Private Reserve	62.00
Chardonnay, Rutherford Hill	26.00
Chardonnay, Chateau Woltner	23.00
Chardonnay, Anapamu	24.00
Chardonnay, St. Suprey	28.00
Chardonnay, St. Suprey	14.50
Chardonnay, Cuvaision	32.00
Chardonnay, Silverado	33.00
Chardonnay, Markham	37.00
Chardonnay, Swanson	35.00
Chardonnay, Pine Ridge, Stags Leap	45.00
Chardonnay, Salmon Creek	42.00
Chardonnay, Sequoia Grove	45.00
Chardonnay, Sterling	35.00
Chardonnay, Sonoma Cutrer	33.00
Chardonnay, Chateau St. Jean	32.00
Chardonnay, Kistler	65.00
Chardonnay, Dry Creek	45.00
Chardonnay, Cambria, Katherine's Vineyard	37.00
Chardonnay, Wild Horse	32.00
Chardonnay, Edna Valley	37.00
Chardonnay, Edna Valley	18.50
Chardonnay, Kendall Jackson Reserve	45.00
Chardonnay, Chalone	63.00
Chardonnay, Meridian	26.00
Chardonnay, Covey Run	27.00
Chardonnay, Chateau Montelena	48.00
Chardonnay, Rombauer	34.00
Chardonnay, DeLoach □ OFS □	61.00
Chardonnay, DeLoach	12.00
Chardonnay, Zaca Mesa	28.00

Chardonnay, Bethal Heights	32.00
Chardonnay, Landmark	36.00
Chardonnay, Chat. St. Michele, Cold Creek	40.00
Chardonnay, Alexander Valley	26.00
Chardonnay, Bonterra, Organic	29.00
Chardonnay, Fetzer, □Barrel Select□	25.00
Chardonnay, Rodney Strong, Chalk Hill	33.00
Fume Blanc, Robert Mondavi	24.00
Fume Blanc, Benziger	23.00
Fume Blanc, Murphy Goode	34.00
Fume Blanc, Callaway	19.00
Fume Blanc, Paradise Valley	32.00
Sauvignon Blanc, St. Suprey	19.50
Sauvignon Blanc, St. Suprey	10.00
Sauvignon Blanc, Byron	24.00
Sauvignon Blanc, Kendall Jackson, Reserve	23.00
Sauvignon Blanc, Concannon	24.00
Sauvignon Blanc, Columbia Crest	18.00
Sauvignon Blanc, Markham	20.00
Sauvignon Blanc, Caymus	28.00
Semillion, Cline Cellars	26.00
Johannesburg Riesling, Jekel Vineyards	21.00
Johannesburg Riesling, Firestone	21.00
Johannesburg Riesling, Chateau St. Michele	19.50
Gewurtztraminer, Gundlach-Bundschu	21.00
Gewurtztraminer, DeLoach	21.00
Gewurtztraminer, Beringer	19.00

**RED WINES - DOMESTIC**

Cabernet Sauvignon, El Tovar Private Label	19.75
Cabernet Sauvignon, Rombauer	37.00
Cabernet Sauvignon, Clos Pegase	37.00
Cabernet Sauvignon, Stonegate	35.00
Cabernet Sauvignon, Sequoia Grove	48.00
Cabernet Sauvignon, Cakebread	58.00
Cabernet Sauvignon, Swanson	57.00
Cabernet Sauvignon, Stag□s Leap	65.00
Cabernet Sauvignon, Sterling	35.00
Cabernet Sauvignon, Rutherford Hill	31.00
Cabernet Sauvignon, Rutherford Hill	15.00
Cabernet Sauvignon, Hess	40.00
Cabernet Sauvignon, Heitz, Martha□s Vineyard, 1979	178.00
Cabernet Sauvignon, Heitz, Martha□s Vineyard, 1984	125.00
Cabernet Sauvignon, Heitz, Martha□s Vineyard 1985	165.00
Cabernet Sauvignon, Heitz, Martha□s Vineyard 1986	155.00

Cabernet Sauvignon, Beaulieu, Latour, Reserve	75.00
Cabernet Sauvignon, Beaulieu, Latour, Reserve	38.00
Cabernet Sauvignon, Silver Oak	72.00
Cabernet Sauvignon, Buena vista	35.00
Cabernet Sauvignon, Kenwood	48.00
Cabernet Sauvignon, Carmenet Dynamite	36.00
Cabernet Sauvignon, Dry Creek	33.00
Cabernet Sauvignon, Jordan Estate	55.00
Cabernet Sauvignon, Silver Oak, 1986	120.00
Cabernet Sauvignon, Geyser Peak	27.00
Cabernet Sauvignon, Geyser Peak, Reserve, Estate	46.00
Cabernet Sauvignon, Meridian	32.00
Cabernet Sauvignon, Kendall Jackson	32.00
Cabernet Sauvignon, B. R. Cohn, Silver	32.00
Cabernet Sauvignon, Sonoma Creek Reserve	39.00
Cabernet Sauvignon, Arowood	58.00
Cabernet Sauvignon, Chateau St. Michele, Cold	33.00
Cabernet Sauvignon, Rodney Strong, Alexander	42.00
Cabernet Sauvignon, Charles Krug	31.00
Cabernet Sauvignon, Charles Krug	15.00
Cabernet Sauvignon, R. H. Phillips	24.00
Cabernet Franc, Gundlach Bundschu	29.00
Meritage, Flora Springs Trilogy	69.00
Meritage, Pahlmeyer	80.00
Bordeaux Blend, Opus, 1989	115.00
Bordeaux Blend, Opus, 1990	122.00
Meritage, Caine □Five□	78.00
Rhone Blend, Le Mistral	35.00
Cabernet Franc, Justin	45.00
Pinot Blanc, Murphy Goode	45.00
Pinot Blanc, Wild Horse	31.00
Sangiovese, Seghesio	35.00
Pinot Noir, Gundlach Bundschu	28.00
Pinot Noir, Acacia	35.00
Pinot Noir, Chalone	63.00
Pinot Noir, Seghesio	27.00
Pinot Noir, Bethal Heights	48.00
Pinot Noir, Domaine Drouhin	60.00
Pinot Noir, Rex Hill, Kings Ridge	29.00
Pinot Noir, Lauier	39.00
Pinot Noir, Dunnewood	27.00
Pinot Noir, Silver Ridge	36.00
Pinot Noir, Cambria □Julia□s Vineyard□	39.00
Pinot Noir, Robert Stemmler	45.00
Pinot Noir, Sonoma Creek	26.00

Pinot Noir, Mondavi, Carneros	38.00
Merlot, Rombauer	37.00
Merlot, Markham	39.00
Merlot, Deer Valley	22.00
Merlot, St. Francis	39.00
Merlot, Duckhorn	65.00
Merlot, Wild Horse	39.00
Merlot, Hogue	30.00
Merlot, Paradise Valley	33.00
Merlot, Monterey	28.00
Merlot, St. Suprey	34.00
Merlot, St. Suprey	17.50
Merlot, Konocti	25.00
Merlot, Joliesse	18.00
Merlot, Fetzer, □Barrel Select□	30.00
Merlot, Chateau St. Jean	34.00
Merlot, Columbia Crest	26.00
Merlot, Louis Martini	27.00
Merlot, Pride Mountain Vineyard	50.00
Merlot, Chateau St. Michele	31.00
Zinfandel, Lytton Springs	36.00
Zinfandel, Storybook Mountain Reserve	56.00
Zinfandel, Karly (Ridge)	31.00
Zinfandel, Seghesio Old Vine	35.00
Zinfandel, Benziger	33.00
Zinfandel, Quivira	30.00
Zinfandel, Cline	21.00
Petite Sirah, Concannon Reserve	30.00
Petite Sirah, Guenoc	32.00
Petite Sirah, Foppianno	40.00
Sirah, Zaca Mesa	42.00
Gamay, Gundlach Bundschu	18.00
Mourvedre, Sebastiani □Sonoma Cask□	31.00
Muscat, Elysium Black	26.00
Muscat, Essensia Orange	26.00
Port, Warre□s Warrior NV	36.00
Barbera, Seghesio	35.00

## Appendix 7

### SAMPLE OPERATING SCHEDULE

South Rim Accommodations, Facilities and Services  
CC-GRCA001-01

This Sample Operating Schedule reflects historical hours of operation for summer season. Facilities are normally open year-round unless otherwise noted.

#### FOOD SERVICE AND LOUNGES:

LOCATION	SCHEDULE
Arizona Steak House	Open daily for dinner only, 5:00 p.m. --10:00 p.m., Village
Bright Angel Dining Room	Open daily from 6:30 a.m. --10:00 p.m., Village
Bright Angel Lounge	Open daily from 11:00 a.m. --Midnight, Village
Bright Angel Employee Cafeteria – (Support Service)	Open daily from 6:30 a.m. --10:00 p.m., Village
Bright Angel Fountain	Open from May --October from 10:00 a.m. --3:00 p.m., Village
El Tovar Dining Room	Open daily from 6:30 a.m. --10:00 p.m., Village
El Tovar Lounge	Open daily from 11:00 a.m. --Midnight, Village
Maswik Cafeteria	Open daily from 6:30 a.m. --10:00 p.m., Village
Maswik Lounge	Open daily from 11:00 a.m. --Midnight, Village
Yavapai Cafeteria	Open approx. 9 months/year from 6:30 a.m. --10:00 p.m., Village
Desert View Fountain	Open daily from 8:00 a.m. --7:00 p.m., Desert View
Hermits Rest Snack Bar	Open approximately May - September, 8:00 a.m. --6: p.m.
Phantom Ranch Dining Room	Open for breakfast and dinner only, 6:30 a.m., 8:30 a.m., 6:00 p.m. --8:00 p.m., Box lunches

#### OVERNIGHT ACCOMMODATIONS:

All lodges have 24-hour registration desks unless otherwise indicated.

LOCATION	SCHEDULE
Bright Angel Lodge	open year-round, Village, includes Historic Cabins, Rim Cabins, Bucky/Powell Rooms.
El Tovar Hotel	open year-round, Village
Kachina Lodge	open year-round, Village, Registration at El Tovar
Thunderbird Lodge	open year-round, Village, Registration at Bright Angel
Maswik Lodge	open year-round, Village, includes Maswik North and Maswik South units, as well as Maswik Quad Cabins (Quads open only April 1 --September 30)
Yavapai Lodge	open approximately 9 months/year (March --November), Village, includes Yavapai West and Yavapai East
Phantom Ranch	open year-round, Guest Cabins and hiker dorms, on-site registration hours are limited, check-in required at Bright Angel Transportation Desk on South Rim. Hikers entering from North Rim may check in by telephone.
Trailer Village	year-round, registration 8:00 a.m. --5:00 p.m.

RETAIL:

LOCATION	SCHEDULE
El Tovar Gift Shop and Newsstand	7:00 a.m. --10:00 p.m.
Hopi House Gift Shop -	8:00 a.m. --6:00 p.m.
Bright Angel Gift Shop -	7:00 a.m. --10:00 p.m.
Maswik Gift Shop	7:00 a.m. --10:00 p.m.
Yavapai Gift Shop -	8:00 a.m. --8:00 p.m.
Lookout Studio Gift Shop -	9:00 a.m. --5:00 p.m.
Desert View Trading Post -	9:00 a.m. --6:00 p.m.
Desert View Watchtower	9:00 a.m. --6:00 p.m.
Hermits Rest Gift Shop -	9:00 a.m. --5:00 p.m.
Phantom Ranch	(limited merchandise/hours limited)

AUTOMOBILE SERVICES:

SERVICE	SCHEDULE
Desert View Station	April – October, 7:00 a.m. – 7:00 p.m.
Towing Services	Provided daily, 24-hour service

KENNEL SERVICES:

Open daily from 7:30 a.m. --5:00 p.m.

TRANSPORTATION AND TOURS:

TRANSPORTATION AND INFORMATION DESKS	SCHEDULE
Bright Angel Lodge	open daily, 6:30 a.m. --7:00 p.m.
Maswik Lodge	open daily, 6:00 a.m. --6:00 p.m.
Yavapai Lodge	open approx. 9 months/year, 7:00 a.m. --6:00 p.m.
Visitor Center	open daily, 9:00 a.m. --4:00 p.m.

TOURS AND TRANSPORTATION	SCHEDULE
Scheduled in-park bus tours	Daily
Mule Rides and Duffel Service	Daily
Taxi Service	Daily 24-hour service
Trailhead Shuttle Service	Shuttle

CAMPER SERVICES:

SERVICE	SCHEDULE
Showers	Daily, 6:00 a.m. – 10:00 p.m.
Laundry	Daily, 6:00 a.m. – 10:00 p.m.

## Appendix 8

### FINANCIAL INFORMATION

#### South Rim Accommodations, Facilities & Services 1997-99

Department	2000	1999	1998
Lodging	\$24,091,522	\$23,328,727	\$23,402,785
Food	15,820,745	15,230,859	16,207,697
Alcoholic Beverages	2,593,225	2,382,156	2,339,741
Souvenirs	20,800,193	20,048,266	18,847,681
Merchandise	3,539,822	3,476,869	3,292,182
Service Station	575,584	504,180	1,394,200
In-park tours & taxi	1,605,948	1,638,502	1,798,942
Mule operations	1,520,685	1,343,388	1,345,787
Trailer Village	362,341	366,398	364,410
Vending & camper services	152,341	268,465	273,443
	0	0	5,700 beauty salon
Equipment rentals for mule ops (hats etc.)	0	0	6,014
Guide Service	0	0	79,018
Kennels	22,643	21,188	22,523
Miscellaneous	285,283	234,736	246,809
	498,886	337,908 (No-show revenues, long distance charges)	-1,047,889 Utility Pass Through
<b>Total</b>	<b>\$71,869,190</b>	<b>\$69,181,642</b>	<b>\$68,579,042</b>

Note: as of 1999, utility pass-through was distributed against various department revenues, rather than being noted in one lump sum.

#### Past occupancy and use rates:

Lodging	2000	1999	1998
Annual Occupancy	89%	86%	83%

Note: After 1997, closed facilities were not included in calculating occupancy rates.

Number of Meals Served	2000	1999	1998
Breakfast	201,945	209,374	200,727
Lunch	214,851	219,798	236,645
Dinner	241,931	337,239	325,512

Note: Meals served do not include cafeteria or snack bar service.

Number of Livery Riders	2000	1999	1998
Plateau Point	5,234	5,238	5,130
2-day/1-night	4,176	3,940	4,204
3-day/2-night	220	266	335

\*\*\* Grand Canyon National Park \*\*\*

\*\*\*\* Intermountain Region - National Park Service \*\*\*\*

**Merchandise Inventory:**

	2000	1999	1998
Food/Beverage	\$257,119	\$280,654	\$216,717
Merchandise	2,377,548	2,794,269	2,526,367
Fuel	122,303	181,597	117,668
Other	437,953	480,647	450,131
<b>Total</b>	<b>\$3,194,923</b>	<b>\$3,737,167</b>	<b>\$3,310,883</b>

**Fixed Assets:**

<b>Fixed Assets of Existing Concessioner 2000</b>	<b>Fixed Depreciable Assets</b>	<b>Net Depreciable Fixed Assets</b>
Buildings	\$32,976,563	\$19,934,454
Vehicles	564,060	186,379
Furniture, Fixtures	9,639,669	4,199,008
Other	827,932	419,967
<b>Total</b>	<b>\$44,000,224</b>	<b>\$24,739,808</b>



Appendix 10

Agreement for Determining the Value of the Possessory Interest in Certain Improvements under  
NPS Concession Contract No. CC-GRCA001-69; Statement of Value

Agreement for Determining the Value of the Possessory Interest in Certain  
Improvements under NPS Concession Contract No. CC-GRCA001-69

This Agreement, by and between the National Park Service ("NPS"), acting through its Intermountain Regional Director, and Amfac Resorts, L.L.C. ("Amfac"), (or any entities related thereto)

Witnesseth:

That. Whereas, NPS is in the process of developing a prospectus under which it will solicit offers for a new concession contract ("Successor Contract") that will authorize in general the continuation of the concession visitor facilities and services currently provided by Amfac under the terms of NPS Concession Contract No. CC-GRCA001-69, as amended, and, as extended through December 31, 2001 upon certain terms and conditions as set forth in a certain extension agreement between the parties dated November 23, 1999 ("Contract"); and

Whereas, under the terms of the Contract, Amfac in certain conditions is entitled to receive compensation from the new concessioner awarded the Successor Contract ("Successor Concessioner") for the "fair value" of the possessory interest granted Amfac by the Contract in certain structures, fixtures, and improvements in Grand Canyon National Park; and

Whereas, section 13(a)(1) of the Contract states that the fair value of a possessory interest in the circumstances described in section 13(a)(1) is the "sound value" of the structure, fixture or improvement to which the possessory interest relates at the time of the transfer of the possessory interest, without regard to the term of the Contract; and

Whereas, the Contract states that the sound value of a structure, fixture or improvement is its reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value; and

Whereas, NPS and Amfac, although not legally required to do so, mutually seek to determine the fair value (hereinafter referred to as the "value" or "sound value") of Amfac's possessory interest under the terms of the Contract in structures, fixtures, and improvements in which Amfac is entitled to possessory interest calculated on the basis of their sound value pursuant to section 13(a)(1) of the Contract (hereinafter referred to as "sound value improvements"); and

Whereas, NPS and Amfac have agreed upon the terms, conditions and procedures for such a determination.

Now, therefore, NPS and Amfac hereby agree as follows in consideration of the mutual promises contained herein.

## 1. Determination Procedures

1. The determination meeting will take place in Denver, Colorado. NPS and Amfac shall be responsible for their own expenses connected with the determination proceedings, except that they shall share equally the expenses of the neutral appraiser and other general expenses of the determination proceedings. The panel of appraisers will consist of three persons, each of whom must be a licensed appraiser with MAI, CRE, or similar qualifications and none of whom shall be a licensed attorney. Amfac and NPS will each appoint an appraiser meeting these qualifications in their discretion. The two appointed appraisers will agree on a third "neutral" appraiser meeting these qualifications. The neutral appraiser selected must also be an individual with extensive experience in the appraisal of hotel and resort properties. Prior to or at an appropriate time during the proceedings, the selected neutral arbiter shall inspect the facilities that are the subject of the determination.

2. Amfac and NPS are to advise each other of the name of their appointed appraiser within fifteen (15) days of the effective date of this Agreement. The two appointed appraisers must agree upon the selection of the neutral appraiser within forty-five (45) days of the effective date of this Agreement. No appointed appraiser shall propose or agree to the selection of a person to serve as neutral if the appointed appraiser has reason to believe that there exist circumstances likely to affect the impartiality or independence of that person, including any bias or any financial or personal interest in the result of the determination of value, and no person who is proposed as a neutral appraiser shall accept such appointment if circumstances exist that might affect his or her impartiality, including, but not limited to, bias or financial interest. If the two appointed appraisers cannot agree upon the selection of a neutral appraiser within the time provided above, the parties shall request the American Arbitration Association to provide a list of neutral candidates that meet the requirements of this paragraph and paragraph 1 above. The two appointed appraisers must agree upon a neutral appraiser from this list.

3. The determination proceedings shall be conducted as soon as possible after the selection of the three appraisers, dependent upon schedules of the parties, their witnesses, attorneys and all three appraisers. Amfac, NPS and the appraisers will confer and agree upon the dates of the determination proceedings. It is anticipated that a total of up to ten days will be needed for presentations to the panel of appraisers. NPS and Amfac may provide their appointed appraisers with any documentation or information as they see fit at any time. Such documentation or information shall not be provided to or discussed with the neutral appraiser at any time, except pursuant to the procedures set forth herein. All information and documents provided to the other party or to the panel that are not otherwise publicly available shall be considered as confidential. No such information or documents may be provided to the public or to any third party during the term of this Agreement or thereafter by such other party, its agents, contractors and employees, or the members of the appraisal panel, unless legally required to do so. The members of the appraisal panel shall be required to execute a confidentiality agreement prior to the acceptance of documents or information from any party (other than the party that appointed such member).

4. NPS and Amfac will submit the entirety of the statements of their position as to the value of Amfac's possessory interest in sound value improvements and all reports, appraisals, and documentation supporting such position that the NPS and Amfac chose to submit to support such position ("statements and documentation"), and their respective witness lists to the three appraisers and the other party (ten (10) copies to each party) by 10 a.m. three (3) business days in advance of the commencement of the determination meeting. The submission made at this time shall not be supplemented in any manner at any later date except through oral statements of witnesses or rebuttal statements of witnesses and rebuttal documentation (to the extent that rebuttal documentation is admissible as described below).

5. The submission of statements and documentation and the presentations by Amfac and NPS to the appraisers at any time in the course of the determination proceedings shall not include or make reference to any matters or documents that support a position to the effect that the other party's prior actions adopted or resulted in adoption of a binding valuation of Amfac's possessory interest prior to the commencement of the determination proceedings.

6. After the effective date of this Agreement, but only for so long as this Agreement remains in effect, there shall be no discovery by either party relating to the valuation for use in the determination proceedings, nor shall NPS or Amfac seek to obtain from the other party any documents or information relating to their respective valuations for use in the determination proceedings by any other means, including, without limitation, discovery proceedings or Freedom of Information Act requests, even though so such other means may otherwise be lawful. NPS and Amfac also agree that should they be offered by any third party such documentation or information relating to the valuation for use in the arbitration, they shall reject such offer and in no manner obtain, consider or otherwise utilize any offered documentation or information in connection with the determination proceedings. NPS and Amfac agree that during the term of this Agreement, Amfac and NPS expressly reserve any rights they may have to seek discovery and information relating to any and all matters other than the valuation to be resolved in the determination proceedings, including, without limitation, Freedom of Information Act requests and use of information lawfully obtained from third parties. NPS and Amfac further agree that, if no value is determined in accordance with this Agreement, Amfac and NPS expressly reserve whatever rights they may have to seek discovery and other information relating to the value to be determined in this proceeding, including, without limitation, Freedom of Information Act requests and use of information relating to valuation lawfully obtained from third parties. The foregoing limitations shall not apply to materials the NPS makes available in any prospectus it issues or to any information made publicly available by NPS or Amfac.

7. The determination meeting shall be convened by the panel of appraisers at the agreed upon date. The neutral appraiser shall have authority to determine all procedural matters in accordance with the terms of this Agreement, or, if a matter is not covered by this Agreement, in the exercise of his or her discretion. Witnesses will be placed under oath. No transcript or recording of the proceedings shall be made by any person.

8. At the commencement of the determination meeting, unless otherwise agreed upon by NPS and Amfac, the panel of appraisers shall establish a schedule for presentations by the parties as to the value of Amfac's possessory interest in sound value improvements under the terms of the Contract, each party being allowed an equal time opportunity for presentations (no less than four (4) days each, excluding rebuttal). Unless agreed upon by Amfac and NPS prior to the meeting, the order of opening statements and initial presentations shall be decided by coin toss, with the winner deciding which party goes first. Previously submitted documents may be presented in visual display form by witnesses at the meeting as appropriate. Only witnesses included in the previously submitted witness list shall be permitted to make an initial or rebuttal presentation. It is also agreed that, irrespective of which party goes first, each party will present in turn their positions on the reconstruction cost of the structures, fixtures and improvements in which Amfac has a possessory interest with no interval in the proceedings. Subsequently, irrespective of which party goes first, the parties will present their positions on the fair market value of the structures, fixtures, and improvements in which Amfac has a possessory interest with no interval in the proceedings.

9. Each party will be allowed an equal time opportunity by the panel of appraisers to make an opening statement. Upon completion of the opening statements, the party which is to present its position first shall do so through the testimony of its witnesses. Upon completion of the testimony of each witness, the members of the panel of appraisers only shall be allowed to question the witnesses. The two party appraisers each shall have an equal time opportunity for questioning of each witness. Each party shall have an equal time opportunity after the completion of the other party's affirmative presentations as to reconstruction cost and fair market value to prepare its rebuttal. The party that lost the initial coin toss shall determine whether it wishes to present its rebuttal first or last. Each party shall have an equal time opportunity to present its rebuttal. Both rebuttal presentations shall be made without an interval between them. Upon completion of the rebuttal testimony of a witness, the members of the panel of appraisers only may question the witnesses. The two party appraisers shall have an equal time opportunity for the questioning of each witness.

10. After all presentations, rebuttals, and questioning have been completed, each side will be permitted to make a closing statement. The party that presented its affirmative position first shall make the first closing statement. The record to be considered by the panel of appraisers shall consist solely of the presentations and questioning of the witnesses, rebuttal presentations, the documentation duly submitted to the appraisers by Amfac and NPS, presentations (including closing statements) by counsel, and the panel's knowledge and expertise. Neither Amfac nor NPS shall have any contact with the neutral appraiser at any time after the effective date of this Agreement except pursuant to the procedures set forth herein.

11. The panel of appraisers will issue in writing the value of Amfac's possessory interest in sound value improvements under the terms of the Contract within fifteen (15) days of the end of the proceedings. The determination of value must be made by a majority of the appraisers. The value shall be a determination of the reconstruction cost of Amfac's sound value improvements, less depreciation evidenced by their condition and prospective serviceability in comparison with a new

unit of like kind, but not to exceed fair market value, as of December 31, 1998. The determination shall state the value without explanation.

12. NPS and Amfac agree that the determined value shall be considered as valid and binding for purposes of determining the amount of compensation due to Amfac for its sound value improvements for any and all purposes thereafter, except that, if Amfac for any reason has not been paid such value or a Successor Contract reflecting such value has not been fully executed by Amfac and NPS by January 1, 2002, NPS and Amfac agree to negotiate an appropriate adjustment to such value taking into account any inflation in construction costs and any physical depreciation of the improvements to which the determined value relates. If such negotiations fail to achieve an agreement, such adjustment shall be determined in accordance with the procedures set forth in this Agreement as applicable. NPS and Amfac further agree that should any of Amfac's sound value improvements be damaged or destroyed by casualty after the date of determination of value by the panel of appraisers and prior to the date of payment to Amfac of such value or complete execution by NPS and Amfac of a Successor Contract reflecting such value, Amfac and NPS will negotiate an equitable adjustment to the determined value to reflect such changed circumstances. If such negotiations fail, NPS and Amfac agree to determine such adjustment in accordance with the procedures set forth in this Agreement as applicable. Such determination shall be limited to an appropriate adjustment reflecting the damage to or casualty loss to a sound value structure. Such subsequent possible determinations shall be limited to an appropriate adjustment to the determined value occasioned by the passage of time or such subsequent events and shall not in any manner reopen or reconsider the underlying determined value. Nothing in this Agreement shall be construed as precluding NPS from ordering sound value improvements to be removed from service. Notwithstanding anything to the contrary contained herein, Amfac shall be entitled to receive, as compensation, the sound value of such improvements to be removed.

13. Amfac agrees that during the term of this Agreement it shall continue to repair and maintain in good condition in accordance with the terms of the Contract all structures, fixtures and improvements for which it is responsible under the terms of the Contract.

## 2. Use of the Determined Value.

1. When the panel of appraisers timely determines the value of Amfac's sound value possessory interest in accordance with this Agreement, both parties will accept that value as accurate without dispute for all purposes, subject to paragraphs A.12 and C.5 hereof. The NPS shall utilize that value, subject to paragraphs A.12 and C.5 hereof, as applicable in the prospectus to be issued for the Successor Contract if available as of the time of issuance of the prospectus, or, thereafter if the determination has not been made by the time of the issuance of the prospectus.

2. Offerors, other than Amfac, will be required by the terms of any prospectus and any Successor Contract related thereto to pay the determined value (or value to be determined) to Amfac. If the effective date of any such Successor Contract is on or before December 31, 2001, such payment shall be made on or before the date when such Successor Concessioner assumes possession

of Amfac's sound value improvements. Amfac shall accept that payment as just compensation for its possessory interest in sound value improvements for all purposes. Amfac, if it chooses to submit a proposal for the Successor Contract, agrees that the determined value or value to be determined is acceptable to it and to accept that value as the initial value of its leasehold surrender interest under the Successor Contract derived from its possessory interest in sound value improvements under the Contract. Amfac shall also make no objection to the receipt of the leasehold surrender interest provided by the Successor Contract at such initial value as just compensation for its possessory interest in sound value improvements under the Contract and for all purposes.

3. Amfac and NPS agree that the determination of the value to be made under this Agreement applies only to Amfac's possessory interest in sound value improvements. Such determination shall have no application to personal property or to structures, fixtures and improvements, if any, in which Amfac has a possessory interest but is entitled to compensation in the amount of the book value of such structures, fixtures and improvements in accordance with the terms of the Contract, or to structures, fixtures and improvements, if any, in which Amfac has not been granted a possessory interest by the terms of the Contract.

4. In the event that the panel of appraisers has not determined the value of Amfac's possessory interest in sound value improvements in accordance with the terms of this Agreement prior to the issuance of the prospectus for the Successor Contract, an NPS estimate of the value of Amfac's possessory interest in sound value improvements shall be included in the prospectus, and, at such subsequent time as the value may be determined in accordance with this Agreement, it shall be incorporated into the prospectus by an amendment to the prospectus. Amfac agrees that it shall not challenge in any manner the inclusion in the prospectus of the NPS estimate and any related calculations such as a sliding franchise fee calculation schedule based upon possible alternative values of possessory interest. Any prospectus issued by NPS in these circumstances must make clear reference to the existence of the determination proceedings and the fact that Amfac disagrees with the NPS estimate. Amfac also agrees that it will make no objection in any manner to the submission of this estimate and related documentation in any subsequent proceedings as to the determination of the value of Amfac's possessory interest or related calculations.

5. If Amfac (or a related party) is selected as the Successor Concessioner in these circumstances, Amfac agrees to accept receipt, as the initial value, of leasehold surrender interest under the terms of the Successor Contract, the value determined in accordance with this Agreement, as just compensation for its possessory interest in sound value improvements under the Contract, applicable law and any other legal rights.

### 3. Effect, Termination, and Enforceability of this Agreement.

1. Amfac and NPS agree that this Agreement shall supersede the terms of the Contract that are inconsistent with the terms of this Agreement, including, but not limited to, section 13(a)(1) of the Contract with respect to its terms to the effect that a panel of appraisers, after providing the

parties an opportunity to be heard, will determine the value of Amfac's possessory interest in sound value improvements.

2. This Agreement may be terminated by either party in the event of its material breach by the other party. This Agreement shall automatically terminate as of the date of payment to Amfac by a Successor Concessioner of the determined value of Amfac's possessory interest in sound value improvements or upon complete execution of the Successor Contract by Amfac and NPS, whichever shall occur first. This Agreement shall also automatically terminate if the panel of appraisers does not issue a determination of the value of Amfac's possessory interest in sound value improvements under the terms of the Contract by May 31, 2000. The parties agree to use all reasonable efforts to assure that the value is determined pursuant to paragraph A.13 on or before May 31, 2000. To that end, the parties agree that the panel of appraisers is hereby authorized and directed to issue such orders and to make such determinations, consistent with the terms of this Agreement, as are necessary to achieve such objective. Notwithstanding any other term of this Agreement to the contrary, in the event that a party does not use all reasonable efforts to achieve this objective, the other party may seek judicial relief to compel performance, and, if necessary, to extend the May 31, 2000 date by court order to avoid detriment to the aggrieved party.

3. In the event of termination of this Agreement prior to the payment to Amfac of the determined sound value possessory interest by a Successor Concessioner or prior to complete execution of the Successor Contract between Amfac and NPS, whichever may occur, the rights of Amfac and NPS under the Contract and law shall revert to those in existence prior to the execution of this Agreement. The termination of this Agreement shall not affect the validity or effectiveness of the Contract extension agreement between the parties, dated November 23, 1999 (a copy of which is attached hereto as Exhibit A).

4. Amfac and NPS agree that this Agreement is legally binding and enforceable by an action for specific performance where authorized by law in a court of competent jurisdiction in the event of breach by the other party. Amfac and NPS, in executing this Agreement, expressly binds its employees, agents and contractors to the terms of this Agreement, and, binds any related parties (and their employees, agents, and contractors) to the terms of this Agreement.

5. The determination of the value of Amfac's possessory interest in sound value improvements by the panel of appraisers contemplated by this Agreement shall not be subject to vacation except by a court of competent jurisdiction and then only if the court rules: (i) that the determination was procured by corruption, fraud, or undue means; or (ii) that the panel of appraisers, or a member thereof, were guilty of misconduct by which the rights of the parties may have been prejudiced.


6. By entering into this Agreement, neither party waives or compromises any rights that such party may have under the Contract, applicable law or otherwise concerning any matter, including, but not limited to, Amfac's claim of entitlement to a right of preference relating to the NPS award of the Successor Contract, except to the extent specifically set forth herein.



7. The effective date of this Agreement shall be the date last executed as indicated below.

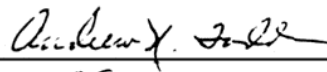
NATIONAL PARK SERVICE.

Date: November 23, 1999

By:   
Its: Regional Director, Inkwilametan Region

AMFAC RESORTS, L.L.C.

Date: November 23, 1999

By:   
Its: CEO

## EXTENSION OF NPS CONCESSION CONTRACT No. CC-GRCA001-69

This agreement by and between the National Park Service ("NPS"), acting through its Intermountain Regional Director, and Amfac Resorts, L.L.C. ("Amfac")

Witnesseth

That. Whereas, NPS Concession Contract No. CC-GRCA001-69, as amended and extended ("Contract"), is due to expire on December 31, 1999; and

Whereas, NPS and Amfac wish to extend the Contract until December 31, 2001, under certain conditions.


Now therefore, NPS and Amfac hereby agree as follows:

1. The Contract is hereby extended on its same terms and conditions, except as provided below, until the first to occur of: (i) December 31, 2001; (ii) the date Amfac and NPS execute a new concession contract; or (iii) the date a new concessioner pays Amfac the value of its improvements in which Amfac has a sound value possessor, interest as such value as defined in Section 13(a)(1) of the Contract.
2. During this extension period only, any actions that NPS may order with respect to removing from service any improvements in which Amfac has a sound value possessory interest (as described in Section 13(a)(1) of the Contract) shall not result in the loss by Amfac of a right to receive sound value compensation for such improvements under the terms of Section 13(a)(2) of the Contract.
3. For the period from January 1, 2001 until December 31, 2001, instead of paying the franchise fee, capital account contributions and other amounts due the NPS under the terms of the Contract, Amfac shall pay to the NPS an aggregate franchise fee which shall be calculated on the basis of the percentage of gross receipts set forth in Exhibit 1 to this extension letter that reflects the value of Amfac's sound value possessory interest as determined under the procedure set forth in the Agreement, dated November 23, 1999 (the "Agreement") (or if such value has not been determined at the beginning of such period, Amfac will continue to make payments required by the Contract during such period at the rates in effect prior to such period, subject to adjustment whenever such value is determined (by whatever process) and payment of any additional required amount based upon such value within 30 days after such determination).
4. The date for determination of the sound value of Amfac's possessory interest under the Contract, whether such determination is made before or after the termination of this extension, shall be December 31, 1998.

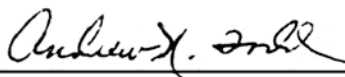
5. The rights and liabilities of the parties set forth in paragraphs 1-4 of this extension agreement apply to this extension agreement only and nothing in the terms and conditions of this extension agreement shall be construed as implying that the Contract, prior to the effective date of this extension, required the parties to agree to the terms and conditions of this extension agreement.

Executed this 23rd day of November, 1999.

NATIONAL PARK SERVICE

By:   
Its: Regional Director, Intermountain Region

AMFAC RESORTS, L.L.C.

By:   
Its: CEO

### **EXHIBIT 1**

<b>Possessory Interest Value as Determined</b>	<b>Aggregate Franchise Fee and Capital Account</b>
\$50,000,000 (or less)	17.17%
\$52,000,000	16.90%
\$54,000,000	16.60%
\$56,000,000	16.37%
\$58,000,000	16.10%
\$60,000,000	15.83%
\$62,000,000	15.55%
\$64,000,000	15.30%
\$66,000,000	15.05%
\$68,000,000	14.75%
\$70,000,000	14.50%
\$72,000,000	14.25%
\$74,000,000	13.98%
\$76,000,000	13.70%
\$78,000,000	13.45%
\$80,000,000	13.20%
\$82,000,000	12.94%
\$84,000,000	12.66%
\$86,000,000	12.40%
\$88,000,000	12.13%
\$90,000,000	11.85%

\$92,000,000	11.60%
\$94,000,000	11.30%
\$96,000,000	11.05%
\$98,000,000	10.80%
\$100,000,000	10.50%
\$102,000,000	10.25%
\$104,000,000	10.00%
\$106,000,000	9.75%
\$108,000,000	9.50%
\$110,000,000	9.24%
\$112,000,000	8.95%
\$114,000,000	8.70%
\$116,000,000	8.43%
\$118,000,000	8.17%
\$120,000,000	7.90%
\$122,000,000	7.60%
\$124,000,000	7.35%
\$126,000,000	7.05%
\$128,000,000	6.85%
\$130,000,000	6.55%
\$132,000,000	6.25%
\$134,000,000	5.95%
\$136,000,000	5.65%

\$138,000,000	5.35%
\$140,000,000	5.05%
\$142,000,000	4.75%
\$144,000,000	4.45%
\$146,000,000	4.15%
\$148,000,000	3.85%
\$150,000,000 (or higher)	3.70%

## STATEMENT OF VALUE

Whereas, the National Park Service ("NPS") and Amfac Resorts, L.L.C. ("Amfac") entered into an Agreement for Determining the Value of the Possessory Interest in Certain Improvements under NPS Concession Contract No. CC-GRCA001-69 ("Agreement") dated November 23, 1999; and

Whereas, D. Richard Wincott, MAI, CRE was selected as an appointed appraiser by the NPS and John D. Dorchester, Jr., MAI, CRE was selected as an appointed appraiser by Amfac, and John L. Gadd, MAI, CRE was selected as the neutral appraiser by the two appointed appraisers in keeping with the terms of the Agreement (collectively, the "Panelists"); and,

Whereas, the parties have completed their presentation of all testimony and evidence pursuant to the Agreement; and,

Whereas, the Panelists have completed their deliberations in accordance with the Agreement and have at least by majority vote arrived at a final conclusion of value consistent with the Contract cited in the Agreement, and with paragraph 11 of the Agreement.

NOW THEREFORE THE PANEL CONCLUDES AS FOLLOWS:

The value of Amfac's property as of December 31, 1998 was:

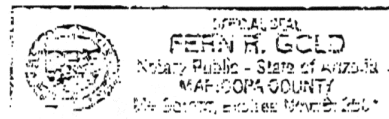
\$ 165,000,000.

Signed this 16<sup>th</sup> day of May, 2000 in Scottsdale, Arizona.

John L. Gadd  
John L. Gadd, MAI, CRE

D. Richard Wincott, MAI, CRE

John D. Dorchester, Jr.  
John D. Dorchester, Jr., MAI, CRE



Fern R. Gold

**Appendix 12**  
**Changes in Insurance Requirements**  
**South Rim Accommodations, Facilities and Services**  
**CC-GRCA001-01**

In its current contract (available in its entirety in Appendix 9), the Concessioner's insurance requirements are as follows:

"The Concessioner shall carry such insurance against losses by fire, public liability, employee liability, and other hazards as is customary among prudent operators of similar businesses under comparable circumstances."

The existing concessioner has carried such insurance as fulfills this contractual requirement.

Significant changes to the NPS Concessioner Insurance program have occurred in recent years. Current Concessioner Insurance responsibilities are found in Exhibit I to the draft Contract.



**Appendix 13  
Utility Rates**

**South Rim Accommodations, Facilities and Services  
CC-GRCA001-01**

	<b>1999 Rate</b>	<b>2000 Rate</b>
<b>Water</b>	\$12.21/kgal	\$12.53/kgal
<b>Sewage Treatment</b>	11.96/kgal	12.27/kgal
<b>Solid Waste</b>	2.34/can	\$2.40/can
	29.30/2cy bin	\$30.06/2cy bin
	43.95/3cy bin	45.09/3 cy bin
	87.90/6cy in	90.18/6 cy bin
	24.32/residence/ mo	24.95/residence/mo
<b>Road Use Fee</b>	1.60/kgal	\$1.64/kgal

**Projected Snow and Ice Removal Costs**

Based on projections of 22 snow falls per year, current cost recovery rates.

<b>Type of Equipment</b>	<b>Cost for Equipment Per Hour</b>	<b>Cost for Operator Per Hour</b>
Push Plow	\$32.00	\$24.00
Polaris	\$8.00	\$16.00
Broom Sweeper	\$65.00	\$24.00

**Push Plow & Sweeper Times**

2 hrs. El Tovar to B. A. Lodges  
 2.hrs. Maswik  
 2 hrs. Yavapai  
2 hrs. Trailer Village  
 8 hours total

**Polaris Time**

3 hours Rim Trail from Verkamps to Kolb Studio

<b>Equipment</b>	<b>Rate for Equipment + Operator</b>	<b>Hours per Snowfall</b>	<b>Approximate yearly cost for 22 snow falls.</b>
Push Plow	\$56.00	8	\$9,856
Broom Sweeper	\$89.00	8	15,664
Cinder Material	6 cubic yards @ \$14= \$84.00		3,696
Polaris	\$24.00	3	1,584
<b>Total</b>			<b>\$30,800</b>

## **Appendix 15**

### **UNDERGROUND STORAGE TANKS**

South Rim Accommodations, Facilities, and Services  
CC-GRCA001-01

#### **Desert View**

AZ Facility ID 0-000132

<b>Tank I.D.</b>	<b>Tank Capacity</b>
Tank 3	10,000 gallon gasoline
Tank 4	6,000 gallon gasoline
Tank 5	6,000 gallon gasoline

Appendix 16  
Grand Canyon Project Review Process;  
Grand Canyon National Park Construction Policies

United States Department of the Interior

NATIONAL PARK SERVICE  
GRAND CANYON NATIONAL PARK  
P.O. BOX 129  
Grand Canyon, Arizona 86023-0129

A56 (GRCA 8221)

August 3, 1998

PROJECT REVIEW PROCESS

Standard Operating Procedure - 8221-006

I. PURPOSE

The intent of this Standard Operating Procedure is to define the standard planning and review process for all plans and projects occurring in Grand Canyon National Park. Since we all live and work in a protected area that is a special resource, we must continually evaluate our actions to assure that in the operation of the park, appropriate consideration is provided towards the natural, cultural, and built environments. Developed areas in the park are often referred to as "sacrifice zones", however, this is not to imply that there is no regulation over what happens in these zones or concern for the resources that might be affected. The "sacrifice" is controlled and should proceed in a planned manner. There is a need for projects and plans that show thought and coordination has gone into actions being planned; therefore, a "planning review board" to evaluate the scope needed, design, and potential effects of projects is being implemented.

Following is a description for the process of submitting proposals for projects and plans, the steps required for review, and time frames that may be expected. Please understand, however, that there are many variations that can be applied in the process; this document is intended to present the basic process that applies to the more straight-forward projects. Complex projects require consultation during initial conceptual stages plus numerous additional stages of review, not detailed in this document, may be necessary.

Work or projects that have the potential to impact Grand Canyon National Park's cultural, natural, and aesthetic (including visual) resources, as well as visitor experience and safety must follow this review process. These projects will be reviewed to address environmental, historic preservation, engineering, design, safety, public health, and accessibility concerns. The intent is to involve appropriate members of the park staff at the initial stages and hopefully avoid surprises and problems during the project's implementation. By involving a wide range of staff specialists early in the planning process, managers will have the information necessary to identify resources issues and concerns and incorporate them into the planning process.

## II. WHAT IS A PROJECT?

Any of the actions included in the following list constitutes a project:

- Requires excavation or ground disturbance. Review is required if the activity is planned to occur in a previously disturbed area, near a disturbed or developed area, or in a totally undisturbed area.
- Causes removal, addition, or alteration of vegetation.
- Creates an affect to a watercourse, dry wash, drainage, or wetland.
- Involves either the interior or exterior of a historic building, structure, road, trail, etc.
- Requires new utilities.
- Involves new construction or addition to an existing structure, building, road, trail, etc.
- Replaces an existing structure, etc.
- Any planning effort requiring project implementation (i.e. Interpretive Plans, Wilderness Management Plan, Fire Management Plan, etc ...)

Actions being planned as implementation elements of the General Management Plan (GMP) need to go through the Project Proposal and review process. The GMP concerned itself more with concepts than specifics; therefore, as GMP related projects are being put together, review is still needed for specific details. In addition, all proposed actions will be reviewed to assure they conform to the GMP philosophical and action concepts.

## III. PLANNING REVIEW BOARD

The Planning Review Board reviews all incoming Project Proposals and approves those deemed appropriate. The intent of the Board is to understand the needs of the requester and facilitate the completion of the project review while assuring that appropriate compliance and review has been addressed. The Board's initial review will assess completeness of the proposal, evaluate the park's needs in relation to the proposal, evaluate how best to accomplish the planning and design of the project, and attempt to determine the potential effects that may be anticipated during implementation of the project. During review of proposals the Planning Review Board will consider the following:

1. What are the requester's specific needs?
2. What is the justification for this project?
3. What effects are anticipated if this project is not accomplished?
4. How will the park benefit if this project is completed?
5. Have all park resources affected by this project been identified and assessed?
6. Is the design appropriate for the park and does the design reflect park values? Are actions adequate for the job they are to do and sympathetic to their environment?
7. Has the most protective alternative been identified and addressed?
8. Is funding available to complete the project? or How will the project be funded?

A proposal may be deferred or returned to the initiator if sufficient information for evaluation has not been provided. If a proposal requires further review, other offices or persons that need to be involved will be designated.

The Planning Review Board will meet every two weeks with the Project Team. New proposals will be submitted to the Engineering Section Supervisor or the Compliance Officer who will add the proposal to the agenda for next Board meeting. The project initiator is encouraged to attend the Planning Review Board meeting to explain the proposal and provide any additional information required to evaluate the proposal. On-going or pending project proposals will have status up-dates, and will be discussed. A very brief summary of topics, discussion points, decisions, and recommendations will be provided electronically to the Superintendent, Deputy Superintendent, Senior Executive Team, and Board members.

The Planning Review Board will consist of:

- GMP Implementation Team Manager - Co-Chairman
- Chief of Maintenance and Engineering - Co-Chairman
- Facility Managers
- Engineering Section
- Compliance Officer
- Safety Officer
- Science Center Division Chief or Representatives (Cultural and Natural)
- Concessions Management Chief or Representative
- Visitor Services Chief or Representative
- Visitor Protection Chief or Representative
- North Rim Unit Manager or Representative

The Compliance Officer distributes proposals for NEPA review, the Engineering Section Supervisor distributes proposals for design review, and for other technical review such as safety, sanitation, and accessibility. Only after completion of these reviews will the Planning Review Board approve implementation of a project.

#### IV. PROJECT PROPOSAL PROCESS

A project is initiated by completion of a Project Proposal form. For NPS projects, this form is first routed through the requester's Division Chief for signature, which verifies appropriate coordination, demonstrates organizational support for the action, and signifies that funding and staff requirements will be met. For other than NPS projects, guidelines presented in the Construction Permit System must be followed for either a Tier 1 or Tier 2 permit; a summary of this System is presented in Section VIII. In either case, a Project Proposal will be submitted for initial review, then scheduled and presented by the initiator, or their Division representative, at a Planning Review Board meeting.

A Project Proposal form is included in Appendix A. Copies are available electronically from either the Engineering Section Supervisor or from the Compliance Officer. Electronic pre-

submittal of a Project Proposal Form attached in a cc:Mail memo or on a 3 1/2-inch diskette is encouraged. Attachments, such as photographs, drawings, and maps will need to be in hard copy.

The Project Proposal should include a statement of purpose and need, possible alternatives, including alternative sites, and anticipated impacts to natural and cultural resources, safety, accessibility, visual impacts, etc. If the project involves ground disturbance, a written description of the action, including size of the disturbance, must be provided. The proposal must include visual aids such as maps, site drawings, photographs, etc.

In preparing a Project Proposal, the initiator is encouraged to seek assistance if they feel unsure of the process. An option is to ask either the Engineering Section Supervisor or the Compliance Officer to review a draft Project Proposal form to assess clarity and adequacy of the information prior to preparing a final version. However the process is approached, it is the project initiator who is responsible for preparing and presenting the Project Proposal to the Planning Review Board.

Upon initial presentation, the Planning Review Board will discuss the proposal, as stated in Section III above. If other technical review or more detailed information is needed, these will be pursued outside the initial Board meeting. Information gaps in the proposal will be explained to the initiator so they may be rectified. Projected time frames for providing a response to the initiator will also be established after a complete proposal is provided. If there are serious concerns about the appropriateness or suitability of the project, these issues will be resolved through higher levels of park management prior to initiation of technical review.

## V. AREAS OF TECHNICAL REVIEW

### A. National Environmental Policy Act

The National Environmental Policy Act of 1969 (NEPA) (Public Law 91-190, as amended) is a basic national charter for protection of the environment. It has become an umbrella act that requires consideration of the effect of actions on a wide variety of natural and cultural resources. Under the purview of NEPA, review will be conducted for the Floodplains/Wetlands Executive Orders, the National Historic Preservation Act, Endangered Species Act, the Clean Water Act, and the Clean Air Act. The park Compliance Officer will coordinate review of Project Proposals with various technical area experts within the park, mainly in the Science Center, and outside of the park as needed.

In implementing the review process, technically qualified individuals will review the information provided to assess effects to resources. This may be as simple as reading a proposal and stating that there will be no effect or it may initiate a need for an on-site visit to examine the area to determine what resources are present and how the action might affect them. In some instances, the project initiator may be expected to

provide a means for a technical reviewer to get on-site for review. The area expert will provide an opinion on the effect, and if applicable, a recommendation of methods for mitigation of potential adverse effects.

Review will also be made in regard to conformance with the actions proposed by the GMP and how previous NEPA compliance might apply to the project.

#### B. Engineering and Design

Proposals for projects involving any aspects of construction activity will be reviewed for design and engineering. The Engineering Section Supervisor in the Maintenance Division will coordinate this review. In some instances review may need to be conducted by individuals outside of the park. Guiding the review will be various construction codes, the park Architectural Character Guidelines, standard construction practices, emergency efficiency, sustainability, and visual acceptability.

#### C. Safety, Public Health, Americans with Disabilities Act/UFAS

Various laws and regulations have enacted codes that apply to life/safety, public health, and accessibility standards. If a proposed action warrants, the Engineering Section Supervisor will facilitate having experts in these fields provide review.

### VI. GENERAL TIME FRAMES

Several general time frames apply to review times required for Project Proposals. To begin with, the Project Review Board meets every two weeks. Review will not be initiated until after the Proposal has been discussed by the Board.

#### National Environmental Policy Act

Most Projects will need some level of NEPA Review. At the initial meeting the level of NEPA compliance required will be determined in most cases.

**CATEGORICAL EXCLUSIONS** - The quickest type of NEPA compliance is a Categorical Exclusion. A list of Categorical Exclusions is provided in Appendix B. These are projects where archeological or historical resources, floodplains and wetlands, water and air quality, and endangered species will not be affected. Proposals will be reviewed by the Compliance Officer who will prepare a Categorical Exclusion form for review by technical experts in consideration of the above resources. Usually a Categorical Exclusion can be completed in 3 to 6 weeks, depending on complexity, size of the project, and staff availability.

**ENVIRONMENTAL ASSESSMENT** - If a project does not fit into a Categorical Exclusion, an Environmental Assessment is usually prepared (Appendix B); unless the project is considered complex or potentially controversial enough to warrant an



Environmental Impact Statement. If it is determined that an Environmental Assessment is the proper NEPA compliance document, the project initiator will be responsible for putting together an Inter-Disciplinary Team (IDT) and preparation of the initial draft document using the outline provided in Appendix D. The Compliance Officer can assist in this task. The IDT will serve as a planning group to scope out the project, discuss alternatives, identify potential effects on resources, etc., then be responsible for using their expertise in preparation of the EA. Consultation and initial review of a draft EA will be provided by the Compliance Officer. EA preparation time, including scoping should take 2-6 weeks, depending on complexity of the issue, staff availability, and application of time towards the product. For large and/or more complex EA's, more time will likely be needed. A final draft EA will need to be circulated through the park for review, which will likely take about 3 weeks, this includes incorporating any comments into the final document. The final EA is distributed by the park for at least a 30-day public review. Responsibility for this distribution lies with the initiator or the initiator's Division. After the close of the comment period three scenarios are possible. One is moving to an EIS, and second is dropping the project. Most likely though, we will prepare a Finding of No Significant Impact (FONSI) statement, which is approved by the Park Superintendent. Once the FONSI is approved the project may be initiated. Plan to allow about 2 weeks for the FONSI process to be completed after public review closes. In summary, the EA process should take from 10 to 17 weeks from the Project Proposal initiation to approval of the FONSI. The more complex the project or the less organized a project is, the longer the process will take.

**ENVIRONMENTAL IMPACT STATEMENT** - The other type of NEPA compliance is an Environmental Impact Statement (EIS). For an EIS think big, complex, potentially controversial. While most of our projects should require no more than an EA, there will be instances that require an EIS. If an EA is prepared and at its conclusion a Finding Of No Significant Impact cannot be reached, the proper course of action required is to either prepare an EIS or drop the project. An EIS requires a commitment of funding for research and studies relating to various potentially related effects, plus they usually require more than a year to complete.

### National Historic Preservation Act (NHPA)

At the initial meeting a determination will be made as to the need for NHPA compliance. This is usually required for two types of actions. First is for ground disturbance, this requires archeological inventory as a minimum. The second common reason for NHPA compliance is an action that could cause an effect to a historic property; a goodly number of Grand Canyon's buildings and structures are historic. Work done specific to NHPA is also part of the NEPA compliance process.

**PROGRAMMATIC EXCLUSION** - There are two basic categories of NHPA compliance, also called Section 106 compliance. The simplified form of 106 compliance is a Programmatic Exclusion. In accordance with a Programmatic Agreement among the

National Park Service, Conference of State Historic Preservation Officers, and the Advisory Council on Historic Preservation, certain actions fall into categories for which an abbreviated review has been approved. A list of Programmatic Exclusions is provided in Appendix C. From the Project Proposal form, the Compliance Officer will prepare an Assessment of Effects form (formerly a Triple X form) which is routed to technical experts. These are in the park for Archeology, but out of the park for Architecture and History. Completed Assessment of Effect forms are approved by the Superintendent and are sent to the SHPO for a 15-day informational review. Most projects that are eligible for a Programmatic Exclusion should be approved in a time frame of 5-8 weeks.

SECTION 106 LETTER - If a proposed action does not fit into one of the Programmatic Exclusions, an Assessment of Effects form will still be drafted by the Compliance Officer and provided to technical experts for review, comments, revision, etc. After receiving review comments, the Compliance Officer will draft a letter to the SHPO explaining the property, the project, and the anticipated effect to the property. The SHPO has a 30-day review and comment period for each project. It is always possible that the SHPO could disagree with the park's position on the project effect. However, if the SHPO is in agreement, the park must send documentation of that agreement to the Advisory Council on Historic Preservation who then has 30 days to review and comment on the project. If the SHPO has concurred with a project, it is unusual for the Advisory Council to object. Upon concurrence from the Advisory Council, the NHPA compliance is completed. It is reasonable for this type of 106 compliance to take 12-15 weeks. If a project is directly related to the GMP and is covered by the GMP, Programmatic Agreement, the ACHP does not need to approve a project if the SHPO and park are in agreement.

NHPA requires consultation with Indian tribes for projects and programs that could affect properties of importance to the tribes. At GRCA, we usually consult with 8 separate tribal governments. Time requirements for consultations vary depending on the complexity of the project and sensitivity of the area. Time frames described above include concurrent tribal consultations.

Questions or concerns about design or lack of identification of significant elements or properties can sidetrack the process and cause lengthy delays to project implementation. Proper design and documentation that takes into account the significance or potential significance of historic properties is essential in achieving project approval in an expeditious manner. Delays most often occur in the compliance process when sketchy or inadequate planning precedes Project Proposal submittal.

## VII. APPROVAL, FOLLOW-UP, AND MONITORING

On completion of the review process for compliance, design, and other concerned, the Division Chief and project initiator will be notified that the project has been approved and may proceed. There will be 2 mandatory project inspections by the Engineering Section Supervisor

or delegated representative. Additional inspections may be deemed appropriate depending on the project complexity. The first will be at the time of staking or layout of the project, before vegetation removal or ground disturbance. The second will be after completion of the project and clean up of the site. If the project is in a remote location the Project Initiator may be required to provide assistance in getting the inspector to the site.

When it is discovered that a project has been undertaken without going through the project review and compliance process remedial action will be initiated. The situation will be discussed with whoever is taking the action and/or their supervisor. In addition, the Division chief will most likely be advised of the situation. In instances where individuals repeatedly or blatantly ignore the review process, a record of occurrences will be discussed with the Division chief and the Superintendent's office will be informed.

## VIII. CONSTRUCTION PERMIT SYSTEM

A complete description of the Construction Permit System is found in APPENDIX E. In summary, the permit system will apply to all concessioner, co-operator, or other park operator actions. A permit will be required from the Chief of Maintenance and Engineering whose office is the permitting office. The National Park Service (NPS) is already bound by the requirements of this document for compliance, for quality of design, and for construction inspection. The NPS is self-regulating on construction projects and is, therefore, not covered by this permit system.


This is a two-tier system:

- Tier 1 for new construction, additions to existing construction and projects which require an Environmental Assessment, Environmental Impact Statement, or approval of the State Historic Preservation Officer;
- Tier 2 for projects involving negligible or minimal environmental impacts, no or no adverse effect to National Register, or register eligible properties. These projects can use Categorical Exclusions, Programmatic Exclusions, or no environmental document.
- No permit will be required for projects involving routine or minor maintenance which do not change the character of non-historic facilities, structures, or sites.


Tier 1 permits will require a series of submittals and reviews. Initially a Project Proposal form will be required which should be accompanied by a preliminary design. This step may be facilitated by a meeting with the Engineering Section Supervisor or Compliance Officer prior to submitting a Project Proposal, to discuss the project, its concept and its compatibility with existing plans. Upon completion of the preliminary design review, a determination will be provided to the applicant over what environmental and further design work must be submitted to complete the planning and design process. Final designs must be done to professional standards, an Architect or Engineer seal, as appropriate, will be required. The final designs and specifications are reviewed by the NPS for approval. Once a Tier 1 permit is issued, the permittee must arrange for

inspections with the NPS. An inspection will be required after staking or initial preparation of a project but before construction begins and a final inspection on conclusion of the construction; interim inspections may be required. At the completion of construction signed certificates from plumbing, electrical, and fire safety system specialists, as appropriate, licensed in the State of Arizona (or equivalent) are required. These certificates will state that the systems were installed in accordance with Uniform Building Codes, Uniform Mechanical Codes, National Electrical Codes, and National Fire Protection Association Codes. A set of as-constructed drawings must be provided to the NPS at the final inspection.

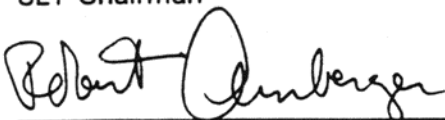
Tier 2 permits may require professional design depending on the complexity of the undertaking. Appropriate professional input or design in a proposal's development should facilitate review and approval. The process is initiated by submittal of a Project Proposal form accompanied by adequate documentation to review the project. On approval, the NPS will identify a Project Coordinator for the project. Inspections will be required after staking or initial preparation of a project but before construction begins and after completion and clean up of the project area. Interim inspections may occur at the discretion of the Project Coordinator. At the completion of construction signed certificates from plumbing, electrical, and fire safety system specialists, as appropriate, licensed in the State of Arizona (or equivalent) are required. These certificates will state that the systems were installed in accordance with Uniform Building Codes, Uniform Mechanical Codes, National Electrical Codes, and National Fire Protection Association Codes. A set of as-constructed drawings must be provided to the NPS at the final inspection.

  
 Prepared  
 Douglas R. Brown  
 Compliance Officer

July 28, 98  
 Date

  
 Recommended  
 Dan Davis  
 SET Chairman

08/17/98  
 Date

  
 Approved  
 Robert L. Arnberger  
 Superintendent

8/24/98  
 Date

## APPENDIX A

**GRAND CANYON NATIONAL PARK**  
**PROJECT PROPOSAL**

Project Name:

Location: (Park Geographic Location)

Originating Division, Company, or Agency:

Project Initiator/Coordinator:

Date Form Initiated:

Proposed Start Date:

Y N

- — Are adequate photos and drawings of the site and/or project attached.
- — Is a new route required for utilities or other access?
- — Is this project in a previously disturbed area?
- — Is this work performed routinely?
- — Is the proposed work generated from the GMP or other planning document? Name  
and date approved \_\_\_\_\_.

**BRIEF DESCRIPTION OF THE PROJECT**

(Include type and dimensions of disturbance, access routes, proposed and existing facilities, earth moving equipment used, location maps, detailed drawings, etc., as applicable. Use attachments as necessary.)

**DISCUSSION OF IMPACTS:**

(Include affected resources such as soils, vegetation, historic structures, archeological site, threatened/endangered species, visual, etc.)

MEASURES PROPOSED TO MITIGATE RESOURCE IMPACTS:

Funding Status:

DIVISION CHIEF or DEPARTMENT HEAD

\_\_\_\_\_ DATE \_\_\_\_\_

TIPS FOR COMPLETING A PROJECT PROPOSAL FORM:

- Provide good documentation of existing conditions.
- Provide clear illustrations of the proposed finished product.
- Identify all aspects of impact that might occur in getting from the existing to the desired product.
- Be clear and concise while providing a complete description.
- Use photographs, drawings, sales brochures, maps, etc. liberally; remember the old saying - A PICTURE IS WORTH A THOUSAND WORDS.
- Often individuals that are not able to be on site will have a key part in reviewing the project, they must be your target audience for illustrations and clarity.

**Compliance Review** (To be completed by Compliance Officer)

Project Title \_\_\_\_\_ Date Received \_\_\_\_\_

**NATIONAL ENVIRONMENTAL POLICY ACT**

\_\_\_\_\_ Categorical Exclusion CE Citation \_\_\_\_\_ Approve Date \_\_\_\_\_  
 \_\_\_\_\_ Environmental Assessment EA. Out Date \_\_\_\_\_ FONSI Date \_\_\_\_\_  
 \_\_\_\_\_ Environmental Impact Statement

**NATIONAL HISTORIC PRESERVATION ACT**

Ground Disturbance? ☐ Yes ☐ No If Yes, Arch. Clearance # \_\_\_\_\_  
 Historic Structures? ☐ Yes ☐ No  
 Tribal Consultation? ☐ Yes ☐ No  
 \_\_\_\_\_ Programmatic Agreement (Programmatic Exclusion Citation \_\_\_\_\_)  
 \_\_\_\_\_ 106 Letter Out to SHPO Date \_\_\_\_\_ Return Date \_\_\_\_\_  
 Out to ACHP Date \_\_\_\_\_ Return Date \_\_\_\_\_

**ENDANGERED SPECIES ACT**

Any threatened /endangered species in the area? ☐ Yes ☐ No  
 If species in the area?  
     ☐ No effect  
     ☐ Not Likely to Adversely Affect  
     ☐ Likely to Adversely Affect (If checked, EIS needed.)

**FLOODPLAINS AND WETLANDS**

Is project in 100- or 500- year floodplain? ☐ Yes ☐ No  
 Is project in Wetlands? ☐ Yes ☐ No

**MITIGATION MEASURES REQUIRED FOR THE PROJECT:**

Date all compliance completed: \_\_\_\_\_

Date project initiated: \_\_\_\_\_

Date project completed: \_\_\_\_\_

Were conditions of the compliance met? ☐ Yes ☐ No

If No, explain:

## APPENDIX B

### INITIATING THE NEPA PROCESS

- I. In compliance with the National Environmental Policy Act of 1969 (NEPA), any action potentially affecting the natural or cultural environment of Grand Canyon National Park must be reviewed to determine the nature and extent of the potential effect. It is intended to assure that good decisions are made. An environmental compliance document is usually prepared to evaluate that effect. Following are guidelines determining whether an Environmental Assessment or a Categorical Exclusion is the appropriate compliance document.
  
- II. Environmental Assessments are required for actions that may:
  - Have significant adverse effect on public health or safety,
  - Adversely effect unique geographic characteristics; historic or cultural resources; wilderness areas; wild or scenic rivers; drinking water aquifers; wetlands, floodplains, or ecologically significant or critical areas; or properties listed as National Register of Natural Landmarks,
  - Have highly controversial or uncertain environmental effects, or unknown environmental risks,
  - Be related to other action with individually insignificant but cumulative significant environmental effects,
  - Adversely effect properties listed or eligible for listing in the National Register of Historic Places,
  - Effect a species listed or proposed to be listed on the List of Endangered or Threatened Species,
  - Threaten to violate other federal, state, local, or tribal environmental protection law or regulation.
  
- III. Categorical Exclusions may be prepared for the following actions. This list contains development-related actions most likely to be initiated by construction; a more complete list may be obtained from the Park Compliance Officer or in NPS- 12 (The parenthetical reference relates to the specific exclusion numbers on the more complete list).
  1. Routine maintenance and repair to non-historic structures, facilities, utilities, grounds, roads, and trails. (C.3)
  2. Routine maintenance and repairs to cultural resource sites, structures, utilities, grounds, and trails under an approved Historic Structures Preservation Guide or Cyclic Maintenance Guide; or if the action would not adversely affect the cultural resource. (C.4)
  3. Installation of signs, displays, kiosks, etc. (C.5)
  4. Replacement in kind of minor structures and facilities with little or no change in location, capacity, or appearance. (C.8)
  5. Installation of wells, comfort stations, and pit toilets in areas of existing use and in developed areas. (C.11)
  6. Minor trail relocation, development of compatible trail networks on established routes, and trail maintenance and repair. (C.12)
  7. Issuance of rights-of-way for overhead utility lines to existing structure where installation will not cause visual intrusion and will involve no vegetation clearance. (C.14)



8. Installation of underground utilities in previously disturbed areas, or in an existing overhead utility right-of-way. (C.16)
9. Construction of minor structures in previously disturbed areas. (C.17)
10. Construction or rehabilitation in previously disturbed or developed areas required to meet health, safety, or accessibility standards or regulations. (C.18)
11. Landscaping in a previously disturbed or developed area. (C.19)
12. Construction of fencing enclosures or boundary fencing posing no effect on wildlife migration. (C.20)
13. Stabilization by planting native plant species in disturbed areas. (E.4)
14. Removal of non-historic materials and structures in order to restore natural conditions.(E.8)

## APPENDIX C

### INITIATING THE 106 PROCESS

- I. The National Historic Preservation Act of 1966 provides, in its Section 106, that any potential action affecting a prehistoric or historic property be reviewed to determine what effect may occur on the property. It further assigns the State Historic Preservation Officer (SHPO) responsibility for reviewing actions proposed or permitted by a federal agency, such as Grand Canyon National Park. Under this Act, any action that may potentially affect archeological sites, cultural use areas, traditional cultural properties, cultural landscapes, or historic sites, objects, or structures, must be reviewed within the park. If a property with potential for being in one of these categories has not been inventoried and evaluated, the property should be evaluated prior to an action occurring.
- II. To reduce the massive paperwork backlog this Act potentially creates, and because the National Park Service has staff with expertise in all areas of cultural resources, a Programmatic Agreement has been worked out among responsible parties that provides for a paperwork shortcut in achieving Section 106 Compliance within a strictly defined group of actions. This shortcut is using Programmatic Exclusions and an Assessment of Effect form (formerly the Triple X form).

Under this Programmatic Agreement, the SHPO is informed of excluded actions and has 15 days to respond. The following actions are listed as Programmatic Exclusions:

1. Preservation maintenance (housekeeping, routine and cyclic maintenance, and stabilization) as defined in NPS-28.
2. Routine grounds maintenance.
3. Installation of environmental monitoring units, such as those for water and air quality.
4. Archeological monitoring and testing; investigations of historic structures and cultural landscapes involving ground disturbance or fabric intrusion.
5. Land acquisition.
6. Rehabilitation and widening of existing trails, walks, paths, and sidewalks within previously disturbed areas.
7. Repaving existing roads or existing parking areas.
8. Placement or maintenance of utility lines, transmission lines, and fences within previously disturbed areas.
9. Rehabilitation work limited to actions for 1) retaining and preserving, 2) protecting and maintaining, and 3) repairing and replacing in kind materials and features, consistent with the Secretary of the Interior's Standards for Rehabilitation and its accompanying guidelines.
10. Health and safety activities such as radon mitigation and removal of asbestos, lead paint, and buried oil tanks.

11. Installation of fire detection and suppression systems and security systems; upgrading of HVAC systems.

12. Erection of signs, wayside exhibits, and memorial plaques.

13. Leasing of historic properties.

- III. If, during review, a proposed action is determined to be outside of the defined exclusions, a Section 106 report will be prepared and filed with the State Historic Preservation Officer for consultation and then to the Advisory Council on Historic Preservation for concurrence.
- IV. Section 106 compliance can take a long time. Our experience is that full 106 compliance takes anywhere from 30 to 90 days depending on the project, and the workload at the various reviewing offices. It has taken longer than 90 days on many occasions. A pre-project meeting will allow an opportunity for planning the necessary time into your project and for consideration of a range of reasonable alternatives.

## APPENDIX D

**ENVIRONMENTAL ASSESSMENT FORMAT****GRAND CANYON NATIONAL PARK****SUGGESTED OUTLINE**

- I. PURPOSE AND NEED FOR THE PROPOSAL
- II. ALTERNATIVES III. ENVIRONMENTAL CONSEQUENCES
  - A. NATURAL RESOURCES
    - 1. AFFECTED ENVIRONMENT
    - 2. IMPACTS
  - B. CULTURAL RESOURCES
    - 1. AFFECTED ENVIRONMENT
    - 2. IMPACTS
  - C. SOCIOECONOMIC RESOURCES
    - 1. AFFECTED ENVIRONMENT
    - 2. IMPACTS
  - D. VISITOR USE
    - 1. AFFECTED ENVIRONMENT
    - 2. IMPACTS
- IV. LIST OF PERSONS AND AGENCIES CONSULTED
- V. PREPARERS/BIBLIOGRAPHY

**I. PURPOSE AND NEED FOR THE PROPOSAL:** Concisely describe the issues or problems that require the project or proposal in question to be considered. Identify any plans, regulations, etc., that are in existence or in the process of being prepared, that dictate or otherwise have a bearing on the action being considered. Do not describe the particulars of the proposed action in this section or attempt to justify the action; however, you should state what the proposed action is intended to accomplish. Provide background as to why there needs to be a consideration of an action. State that the identification and discussion of a proposal and alternative(s), along with related environmental analysis follows.

**II. ALTERNATIVES:** At least two actions must be presented in this section. A "No Action" alternative, which is actually status quo, a continuation of present trends and conditions, is mandatory. In addition a "Proposed Action", and/or several alternatives, is presented. Describe these alternatives with mitigation measures to be incorporated in them. Give each alternative a clear designation, either by number, letter, or very brief title. Alternatives should be distinctly different, rather than minor variations of each other, and should be reasonable in terms of cost and time required for implementation.

For any alternative(s) that might seem possible, but are infeasible or impractical, identify these under the heading "Alternatives Considered But Rejected" along with specific reason(s) for rejection. These will not need further analysis in the document.

**III. ENVIRONMENTAL CONSEQUENCES:** This section is the most complex and could be organized in several ways. The following is a suggested way for use at Grand Canyon National Park; included is both a description of various environments that might be affected and then identification of impacts expected to be realized by each alternative. Discussion of the **Affected Environment** and **Impacts** should be parallel for each alternative. Do not concentrate on the Proposed Action and forget the other alternatives. The discussions should be categorized under several different headings, such as, Natural Resources, Cultural Resources, Socioeconomic Resources, and/or Visitor Use.

**Affected Environment:** Include a description of what environment will be affected by this alternative. This is not to be an extended environment of the park! It is intended to help clarify the **Impacts** section that follows. Topic headings should reflect those to be covered in the impact analysis (i.e. If vegetation is described, then the effect to vegetation needs to be discussed under **Impacts**.)

**Impacts:** For the proposal and each alternative identified in **Alternatives** above, analyze the effect of the action by impact topics. These should be broken into broad range categories (Natural Resources, Cultural Resources, etc.) and under each of these divide into appropriate topics. Typical topics used in E.A.s include: vegetation, wildlife, threatened and endangered species, floodplains and wetlands, water quality, air quality, visual quality, noise, archeological resources, historic resources (including cultural landscape), ethnographic resources, socioeconomic resources, and visitor use (including health, safety, and accessibility). Impacts on concessioners and other agencies should be considered if applicable. All E.A.s should state whether or not there will be impacts on cultural resources, threatened and endangered species, and floodplains and wetlands, even if a "no effect" conclusion is appropriate.

Impacts should include beneficial as well as adverse effects, direct and indirect effects, short and long-term effects, and cumulative effects. Mitigation measures identified under **Alternatives** should again be stated with respect to how they would offset the impacts. Suitable methods such as charts, tables, matrixes, or other graphic displays may be used to present the information concisely, as a supplement to the main text.

**IV. LIST OF PERSONS AND AGENCIES CONSULTED:** Persons, organizations, and agencies contacted for information, or that assisted in identifying important issues, developing alternatives, or analyzing impacts should be listed. Some typical agencies consulted include Fish and Wildlife, State Historic Preservation Officer, and the Advisory Council on Historic Preservation.

**V. PREPARER(S)/BIBVOGRAPHY:** This section should include the name and title of the E.A. preparer(s) and a list of cited references.

D.Brown, March, 1996

## APPENDIX E

### CONSTRUCTION PERMIT SYSTEM

### GRAND CANYON NATIONAL PARK

1997

#### I. Legal Authority

36 CFR Chapter 1 Part 1.6 "...the superintendent may issue a permit to authorize an otherwise prohibited or restricted activity..."

36 CFR Chapter 1 part 5.7 "Constructing or attempting to construct a building, or other structure,...upon...any park areas, except in accordance with the provisions of a valid permit, contract, or other written agreement with the United States, is prohibited."

At Grand Canyon National Park, a permit will be required from the Chief of Maintenance and Engineering whose office is hereafter referred to as the permitting office.

The National Park Service (NPS) is already bound by the requirements of this document for compliance, for quality of design, and for construction inspection. The NPS is self-regulating on construction projects and is, therefore, not covered by this permit system.

#### II. Projects Requiring Permits

- A. Projects involving environmental impacts, effects to National Register (or register eligible) properties, and/or substantial, permanent changes to the appearance of a facility will require a **Tier 1 permit**. Tier 1 permits are designed for projects which require Environmental Assessments (EA), Environmental Impact Statements (EIS), or approval of the State Historic Preservation Officer (SHPO). All projects, except those meeting the exclusion criteria in Appendix B or Appendix C, require one of these types of compliance.

Examples: new buildings, rehabilitation of historic buildings, trenching in undisturbed areas.

- B. Projects involving negligible environmental impacts, no effect to National Register (or register eligible) properties, and/or minimal or temporary change to the appearance of a facility will require a **Tier 2 permit**. These projects meet Categorical Exclusions (CE) under NEPA and/or Programmatic Exclusions under Section 106. See Appendix B for a list of actions considered to be Categorical Exclusions and Appendix C for a list of actions considered Programmatic Exclusions.

Examples: back yard fences, reroofing in kind or exterior painting unless part of a larger project, minor utility work in a previously disturbed area.

- C. Projects involving routine or minor maintenance of existing facilities which do not appreciably change the character of non-historic facilities, structures or sites will require **no permit**.

Examples: road striping, most repair projects, reglazing broken windows.

### III. Fees

The NPS will not charge for plan or construction review or inspection.

### IV. Submittal Required to Obtain a Tier 1 Permit

The following steps should be followed in order to most efficiently obtain a Tier 1 Permit:

- A. Once a concept has been developed, schedule a meeting with the Engineering Section Supervisor or Compliance Officer to discuss the proposal. The purpose of this contact is to determine the compatibility of the proposal with existing plans, obtain NPS approval of the concept, and chart an efficient course of action for implementation of the proposal. Although not mandatory, this step is highly recommended for all Tier 1 projects.
- B. A preliminary design with the following information shall be submitted at the earliest possible opportunity for NPS conceptual and architectural review and to initiate National Environmental Policy Act (NEPA) and/or National Historic Preservation Act (NHPA) Section 106 compliance processes considerations:
  1. Project Proposal Form including a narrative description of, the proposed project, responsible parties, etc. (See Appendix A)
  2. Three copies of site plans drawn to scale including existing conditions, all proposed impacts, quantified. Numbers of trees to be affected, linear feet of trench of defined depth and width, relationship to existing site features, footprint of building and site amenities if any, parking or access impacts, important dimensions, etc. (More than one plan is encouraged, showing more than one alternative site or alternative layout).
  3. Representative elevations of any structures proposed including dimensions and materials identified.

The Project Proposal and design go to the Compliance Officer who does an initial review for completeness, then schedules a presentation to the Planning Review Board. It is recommended that the proposer make a presentation to the Board and be available for questions.

*Upon approval of this preliminary design, the NPS will normally initiate the required Environmental Assessment (EA) and Section 106 compliance if the cost of the project is less than \$100,000. For projects in excess of \$100,000 in construction costs, the applicant may be required to complete the EA and the Section 106 compliance. This work can be very time consuming. For projects involving environmental impacts, a Finding of No Significant Impact (FONSI) must be signed by the NPS after the EA is done. (If significant impact is found, the project requires an EIS). For projects involving historic or potentially historic structures, in compliance with Section 106 of the National Historic Preservation Act, review by the State Historic Preservation Office (SHPO) is required as well as by the NPS. In some cases, SHPO review must happen after final design (please see below). Also in compliance with Section 106, archeological clearances are required for any ground disturbing activities. Please see Appendices B and C.*

- C. Complete designs with specifications must be submitted. Larger projects (over \$100,000 in estimated construction costs) require submittal of progress plans at the 50% stage. Final project submittal shall be 100% construction documents. Project packages must include the following:
1. Site plans distinguishing what is proposed from what is existing, fully dimensioned, with accurate topography, existing and proposed utilities located, trees 6" and larger located, and indicating the relationship of proposed work to existing site features. A work limit line should be shown, identifying the extent of disturbance proposed, including equipment maneuvering room.
  2. Floor plans, all important elevations and details, and materials, including colors proposed. For historic structures, include proposed treatment of historic fabric, all proposed materials, and any special techniques or procedures being proposed.
  3. Specifications shall indicate all materials, procedures and requirements necessary to build the project. Particular attention will be paid to resource protection specifications (See Appendix G. These requirements are available in CSI Specification format from the permitting office by request).
  4. An itemized list of estimated impacts to the community including but not limited to additional water use, wastewater generated, power consumed, and any short term construction impacts including but not limited to escorted deliveries, temporary road closures, or temporary power outages.
  5. A project schedule which includes time for review, time for the necessary compliance as well as a construction schedule.

Designs must be done to professional standards, an Architect or Engineer seal, as appropriate, will be required. If a fire detection or suppression system is involved, certification from a fire system specialist will be required. The final designs and specifications are reviewed by the NPS for approval. As an example, a project proposed for a building in an historic district should be designed by an architect qualified to do historical architecture. The permitting office shall determine the acceptability of permit applications. (The meeting in paragraph A above can help identify potential problems early in the process).

Designs shall be submitted on paper not smaller than 11"x17" and shall be drawn at appropriate scale to be able to easily understand all available information. Drafting shall comply with the standard referenced in Appendix F.

*Upon receipt of a complete permit application package, the permitting office will review the project for design appropriateness, time schedule, and impacts to the community. For projects involving historic structures or potentially eligible structures, NPS will initiate Section 106 compliance at this point (this may occur at the preliminary design stage for some projects - please see above). After all reviews and clearances are made, a permit may be issued, including any required changes or mitigation measures, and work may commence. The permitting office will, at this point, assign a Project Coordinator to the project as its representative.*

## **V. Submittal Required to Obtain a Tier 2 Permit**

- A. Submit a Project Proposal Form including a narrative description of the proposal, responsible parties, etc. Sketches, maps, photographs and any other visual aid, which would help in defining and evaluating the proposal, should accompany the form. Designs by registered professionals are



still recommended but not always required in order to obtain a Tier 2 permit. The design will be discussed by the Planning Review Board. It is recommended that the proposer make a presentation to the Board and be available for questions.

*Upon receipt of a complete permit application package, the permitting office will review it as with a Tier 1 permit package. Upon approval, the NPS will initiate a Categorical Exclusion and/or a Programmatic Exclusion. When all reviews and clearances are made, a permit may be issued, including any required changes or mitigation measures, and work may commence. The permitting office will, at this point, assign a Project Coordinator to the project as its representative.*

## **VI. Inspections Required During Construction**

- A. Tier 1 - Upon being issued a permit, the permittee must arrange for inspections with the NPS who will inspect at the following times:

- after staking the project on-site and before any clearing or grubbing.
- after finish grading and clean up.

To schedule one of the above inspections, contact the permitting office. Hours are Monday - Friday, 8:00 AM to 5:00 PM, for scheduling or conducting inspections. Two (2) working days minimum advance notice is required for South Rim projects. Five (5) working days minimum advance notice is required for other park areas. The permitting office reserves the right to conduct unscheduled inspections at any time. Failure to comply with inspection requirements will result in suspension of work and possible revocation of the permit.

- B. Tier 2 - Upon being issued a permit, the permittee must arrange for inspections at the following times:

- after staking the project on-site and before any clearing or removal of vegetation.
- after completion and clean up.

The same hours are available and the same notice is required for Tier 2 inspections as for Tier 1 inspections. The permitting office reserves the right to conduct unscheduled inspections at any time. Failure to comply with inspection requirements may result in revocation of the permit.

## **VII. Project Completion**

At the completion of construction the permittee will provide to the NPS signed certificates from plumbing, electrical, and fire safety system specialists, as appropriate, licensed in the State of Arizona (or equivalent). These certificates will state that the systems were installed in accordance with building code, NEC, and NFPA requirements. In addition, as-constructed drawings, either on paper or in computer files compatible with Auto-Cad, Rel. 14, must be presented to the NPS at the time of final inspection.

When the project has been completed, the Project Coordinator will sign the permit form as COMPLETE and the permit shall expire.

## APPENDIX F

### **CODES, NPS GUIDELINES & SPECIAL PROVISIONS**

#### **GRAND CANYON NATIONAL PARK CONSTRUCTION PERMIT SYSTEM**

Grand Canyon National Park has adopted several national codes, which include the most recent editions of the following:

1. Uniform Building Code
2. National Electric Code
3. Uniform Mechanical Code
4. Uniform Plumbing Code
5. Uniform Fire Code
6. National Fire Protection Association Codes and Standards
7. CFR 1910 - General Industry Standards (OSHA)
8. CFR 1926 - Construction Safety Standards (OSHA)

Grand Canyon National Park has also adopted Coconino County Ordinance 93-01 (concerning building codes), Ordinance 92-05, (concerning electrical codes) and Section 17 of the Zoning Ordinance (concerning exterior lighting) which amend the adopted codes.

#### **NPS GUIDELINES**

1. NPS-10: Drafting Guideline
2. NPS- 12: NEPA Compliance Guideline
3. NPS-28: Cultural Resources Management Guideline
4. Grand Canyon National Park Architectural Character Guidelines

#### **SPECIAL PROVISIONS**

In addition, the following are requirements of projects within Grand Canyon National Park:

1. In all projects involving new or rehabilitated bathrooms, showers, or sinks/lavatories, new shower heads shall be designed to use no more than 2.5 gallons per minute, new toilets shall be designed to use no more than 1.6 gallons per minute, and faucets shall be designed to be low flow.
2. In all locations where reclaimed water is available for use, double plumbing to allow appropriate use of reclaimed water will be encouraged.

3. All structures shall be designed with energy efficiency as an important feature in design. Natural light, efficient electrical fixtures, efficient appliances and efficient heating and cooling systems will all be encouraged.

## APPENDIX G

### RESOURCE PROTECTION

This section applies to all construction projects conducted within Grand Canyon National Park. All contractors, concessioners and cooperators (as well as the National Park Service) are subject to the provisions found in this section. The word "contractor" is used in general context, but the words concessioner and cooperator are to be substituted for the word contractor as necessary.

1) Establishment of Work Limit Line: Prior to the commencement of any construction activities, the project work limit line, as identified in approved permit package, shall be staked.

2) Erection of Work Limit Fencing: After the staked work limit line is approved, a boundary fence will be erected along the work limit line. The intent of the work limit fencing is to confine all construction operations (parking, stockpiling of materials, etc..) within the work site.

a) Construction equipment, including private vehicles, will not be parked or stored outside of the work limit line, unless on previously approved hardened surfaces.

b) The work limit line fence shall be a minimum of four (4) feet tall. The fence shall be erected in such a manner so as to not be easily movable, but shall be temporary.

c) The work limit line fence shall not be moved at any time during the project unless the Project Coordinator has issued prior authorization.

d) Additional protective fencing may be required around resources within the work site designated for special protection from construction activities. The Project Coordinator determines what resources are to be protected and how they will be protected. Contractors are encouraged to request clarification of all resource protection requirements at the first on-site inspection, before any clearing takes place.

3) Unauthorized resource impacts: Without prior approval, the Contractor (or contractor's representative, henceforth "Contractor") shall not harm any resource that is located within or adjacent to a work or storage site.

a) If the Contractor mistakenly or intentionally harms any resource, all related construction activity in that area will immediately stop. The Contractor will immediately notify the NPS Project Coordinator of the incident. Construction activity will not be resumed until the Project Coordinator has completed an on site inspection and investigation of the incident. Upon completion of the investigation, the Project Coordinator will recommend corrective actions and/or mitigative actions to ensure no further resource damage. Upon institution of the mitigative procedures and/or corrective actions, the Project Coordinator will then authorize work to continue.

4. Revegetation: The object is to restore the resource to its previous condition prior to being impacted by the construction project. All restoration activities (and techniques) must be approved by the NPS.

a) In most cases, when trees are to be removed, any tree or limb of 4" diameter or smaller is to be chipped and used on-site as mulch within the disturbed area. Logs over 4" in diameter shall be cut into 8'-12' lengths and shall be transported to a site within 2 miles of the project as

designated by the Project Coordinator. Stumps are to be properly disposed of outside the park. Projects involving only one or two trees are the only exception.

b) Landscaping with plants that are of unknown origin or are not from the immediate area of the park is not permitted. This includes all commercial nursery stock.

c) Contractors on South Rim projects are required to salvage plants prior to clearing. Plants to be salvaged will be identified by the Project Coordinator and are to be stored and cared-for on site by the contractor. Proper storage includes berming, protection, and watering. Salvaged plants will be used on-site to revegetate disturbed areas. Salvage is permitted only by a contractor who is approved to do such work by the NPS.

5. Tree and Shrub care: The Project Coordinator may require the Contractor to trim limbs, branches, or roots as part of the corrective procedures.

a) These trimming activities must be completed with a clean cut, using a sharp instrument and techniques as required by the NPS. The tearing or use of paint on such injuries is prohibited. Ropes, cables, guys and pulleys are not to be attached to any trees or shrubs. Nails and spikes may not be inserted into any vegetation.

b) When conducted near resources that have been identified as needing special protection by the NPS, excavating, grading, filling and other earth moving construction activities shall be carefully monitored and supervised by the Contractor. As directed by the Project Coordinator, hand excavation may be required within the root zone of selected trees.

6. Disposal of non-salvageable materials:

a) No vegetation except tree stumps shall be removed from the park.

b) Utilities and structures designated for removal shall be hauled out of the park and disposed of according to applicable state and federal laws.

c) No disposal of construction debris shall occur within the park boundaries.

7. Topsoil: Prior to any construction activity, those areas that are designated to be disturbed by construction activity or fall within the footprint of a structure shall have any topsoil and grasses salvaged and stockpiled for later use.

a) The contractor shall remove the top three (3) to six (6) inches of "sod", if it exists, which contains grasses and topsoil. This sod shall be stockpiled on a well-drained surface and watered on a regular basis to insure the survival of the existing vegetation and microbes. The object is to maintain this sod in a vigorous condition until the end of the project when the sod will be used to re-vegetate the disturbed areas within the construction site. Watering of the sod is not necessary during periods when vegetation is dormant. It is recommended that a licensed landscape contractor perform this work.

8. Imported Borrow: Prior to its introduction into the park, all imported soil or borrow shall be approved by the Project Coordinator. Clean soil, obtained from the Coconino Plateau, shall be the only type of soil or borrow that will be approved. Other materials, certified by an independent testing lab, to be free of noxious weeds and seeds exotic to the Coconino Plateau, may be approved on a case by case basis.

## **ENFORCEMENT AND FINES**

1. Failure to comply with any of the above stated procedures may result in delays to the project or the revocation of the permit.
2. The contractor is responsible for abiding by all applicable federal and state laws, rules, and regulations applying to resource preservation. Examples of these laws and regulations include, Titles 16 and 18 of the US Code and Title 36 of the Code of Federal Regulations.
3. The Contractor and his representatives are subject to arrest, citation (fine) and liable for restorative costs for causing (intentionally or otherwise) any unauthorized resource damages in the park.
4. Construction equipment that is not properly stored or causes unauthorized resource damage may be confiscated and removed in order to mitigate further resource damage. The contractor will bear all costs associated with the impoundment.
5. The Project Coordinator or his/her representative shall periodically inspect work sites to insure compliance with all parts of this requirement.
6. Restorative costs will be determined by the Project Coordinator after consulting with the appropriate NPS personnel. At the discretion of the NPS, a Bill for Collection, or a reduction of contract payments, will be issued or made to cover restorative costs.

## **GRAND CANYON NATIONAL PARK CONSTRUCTION POLICIES**

(April, 28, 2000)

1. **COORDINATION:** Coordinate all activities with other contractors or parties working in the vicinity to ensure efficient and orderly operations for all contracts. Assure maximum accessibility to other contracts for access, maintenance, repairs, etc. if necessary. For any work affecting other contracts, provide seven days notice before proceeding. All such work shall be coordinated with the Park Engineering Branch.
2. **WORK LIMIT LINE:** The work limit line defines the limit of all work. Provide barriers at the work limit line to confine all operations, including stockpiling of materials, parking of vehicles, etc, within these limits.
3. **CONTRACTOR'S USE OF PREMISES:** The work site will normally be closed to the public during construction. However maintain access for NPS administrative and other official business throughout the construction phase. Conduct operations to ensure the safety of the public.
4. **ROAD CLOSURES:** Road closures will be permitted when required upon specific approval of the Park Engineering Branch.
5. **PRESERVATION OF NATURAL FEATURES:** Confine all operations to work limits of the project. Prevent damage to natural surroundings. (Contact the park's restoration biologist at 520-638-7857 to report damage to trees or plants. Contractor will be responsible to reimburse the park for replacement planting.) Maintain temporary fencing to protect existing trees, plants and root zones along areas delineated by site plans. Do not remove, injure or destroy trees or other plants without prior approval. Consult with the Park Engineering Branch (with technical advice from the park restoration biologist) and remove agreed upon roots and branches that interfere with construction. Make clean cuts on roots/branches with a sharp instrument; do not tear. Follow the "Pruning Guidelines for Grand Canyon N. P." which is included. Do not fasten ropes, cables or guys to existing trees. Carefully supervise excavating, grading, filling and other construction operations near trees to prevent damage.
6. **EXISTING UTILITIES:** Notify Park Engineering Branch, utility companies and Arizona Blue Stake of proposed locations and times for excavation. Contractor is responsible for locating and preventing damage to known utilities. Contact utility company and the Park regarding damage to lines and equipment; Contractor is responsible to pay for repairs.
7. **UTILITY SHUTDOWNS:** Coordinate interruption of existing utility service with local utility company and the park with notification 3 days in advance for interruptions of 4 hours or less; two to three weeks notice is required for longer interruptions. (This is especially important for buildings with T-1's and networking; arrangements need to be made for additional electrical backup. The VC/Administration building requires a special generator.)

8. **HAULING RESTRICTIONS:** Comply with all legal load restrictions in the hauling of materials. Load restrictions on park roads are identical to the state load restrictions with such additional regulations as may be imposed by the Park Engineering Branch. Pilot cars with "Wide Load" signs and roof-mounted flashing lights shall be provided front and rear for transportation of wide loads shall be coordinated with the park at least 5 business days in advance.
9. **CONTRACTOR-FURNISHED ITEMS:** All materials, including borrow and aggregates shall be furnished from approved outside the park. An approved source list is available from the Park Engineering Branch.
10. **WORK HOUR RESTRICTIONS:** No work will be performed outside of normal business hours before 7:00 a.m. or after 6:00 p.m. Monday through Fridays. Nor will work be performed on Saturdays, Sundays, or holidays unless prior approval is obtained from the Park Engineering Branch. Work hours during weekdays, weekends, and holidays in secured area need prior approval in order to schedule staff supervision. Construction in certain visitor use and residential areas may have additional restrictions apply.
11. **ARCHEOLOGICAL PROTECTION:** Resources are defined as prehistoric, historic and recent 20th century artifacts, including charcoal, human bones, ash, fire rocks and building materials that indicate the presence of past human occupation. Archeologically sensitive areas are defined as areas that have been determined to contain significant in-the-ground archaeological resources. If required, an archeological monitor will observe all ground disturbing site work including construction of temporary facilities at all archeologically sensitive areas. The monitor is a representative of the government designated to record and collect cultural resources for compliance with govt regulations to protect in-the-ground resources. As new ground is broken, the monitor will examine excavated materials using construction layout centerline and perimeter staking as a reference point to record locations findings. If the area has not been determined to be archeologically sensitive and resources are discovered while an archeological monitor is absent, stop work immediately and report the discovery to the Park Engineering Branch.
12. **NOISE CONTROL:**
  - A. Do not operate powered construction equipment, which is excessively noisy. Powered, construction equipment shall not be operated which emits noise at a level in excess of 80 dBA measured at a distance of 100 feet from the equipment, unless otherwise approved by the Park Engineering Branch.
  - B. Excessively noisy portable radios and other equipment shall not be operated.
  - C. In residential and visitor use areas, special attention shall be paid to minimizing noise.
13. **SAFETY:** The Contractor is required to comply with all applicable Federal, State and local regulations for safety and accident prevention on the work site. Reportable accidents, defined as death, occupational discuss, traumatic injury to



employees or the public, property damage by accident in excess of \$100 and fires, must be reported within seven days. Complete form DI-134 and forward to the Park Engineering Branch. Provide adequate first aid facilities for the number of employees and type of construction at the site. Emergency instructions will be posted to include telephone numbers and reporting instructions for ambulance, physician, hospital, fire department and park police in conspicuous places at the work site.

Provide adequate training to ensure prompt and efficient first aid. Train and instruct each employee exposed to hazardous material in safe and approved methods of handling and storage. Hazardous materials are defined as explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful substances that could cause death or injury.

14. **HARD HATS:** A hard hat area will be designated by the Contractor. The hard hat area shall be posted by the contractor in a manner satisfactory to the Park Engineering Branch. It is the contractor's responsibility to require all those working on or visiting the site to wear hard hats and other necessary protective equipment at all times.

15. **TEMPORARY SERVICES:**

- A. **ELECTRICITY & LIGHTING:** Make arrangements with utility company and pay all costs for power used and connection costs and fees. Temporary electrical work shall meet requirements of NFPA 70-1997 (NEC) Article 305. When temporary connections are removed, restore existing utility services to their original condition.
- B. **HEATING & VENTILATION:** Provide and maintain approved facilities, as required for safety and construction requirements during the progress of the work. Provide ample clearance around stoves, heaters and all chimney and vent connections to prevent ignition of combustible material.
- C. **TELEPHONE:** Make arrangements with telephone company and pay all costs.
- D. **WATER:** Arrange with the Park Engineering Branch for potable water and pay all costs. Make connections to existing facilities as approved by the Park Engineering Branch for potable water. Provide meter and point of connection at project boundary. Reclaimed water for construction is available. Contact the Park Engineering Branch for permit.
- E. **SANITARY FACILITIES:** Provide sufficiently lighted and ventilated toilet facilities in weatherproof, sightproof, and sturdy enclosures. Place in approved locations secluded from public observation and convenient to work stations. Maintain and clean toilet facilities at least weekly. Completely remove sanitary facilities on completion of work.
- F. **FIRE PROTECTION & PREVENTION:** Furnish a minimum of one fire extinguisher for each 1500 SF of area or major fraction thereof. Travel distance from any workstation to the nearest extinguisher shall not exceed 57 feet. Equipment shall be UL Class 2A, 2 1/2 - gallon water type, stored-pressure extinguisher and UL Class 10, Type I, 15-pound

B:C carbon dioxide extinguisher. The contractor is responsible for locating and maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures. Take all necessary precautions to prevent fire during construction. Do not store flammable or combustible liquids in existing buildings. Provide adequate ventilation during use of volatile or noxious substances. Equip all gasoline or diesel powered equipment used in potential forest or grass fire locations with spark arresters approved by the U.S. Forest Service. Written determinations of areas and periods of potential fire hazard will be issued by the Park engineering Branch. Smoking within buildings or temporary storage sheds is prohibited. Cutting by torch or welding shall be performed only when adequate fire protection is provided.

16. BARRIERS: Protect public with fence, barricade, or otherwise block off immediate work area to prevent unauthorized entry to that work area. Erect and maintain barricades, lights, danger signals and warning signs in accordance with ANSI D6.1-78. Illuminate barricades and obstructions at night; keep safety lights burning from sunset to sunrise. Adequately barricade and post open cuts. Protect pedestrian traffic by guardrail or fences. Cover pipes, hoses and power lines crossing sidewalks and walkways with troughs using beveled edge boards. Erect and maintain sufficient detour signs at road closures and along detour routes. Install barrier tape where directed by the Park Engineering Branch and keep a minimum of two roll's on site at all times.
17. PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, UTILITIES & IMPROVEMENTS: Throughout the construction period, preserve and protect all structures and equipment on or adjacent to the work site, which are not to be removed. All locations of temporary fencing shall be approved by the Park Engineering Branch. Any damage or injury to structures, equipment, utilities, and improvements that are to remain and be protected will result in fines. Damage to these features will require repair or restoration to previous conditions at no additional expense to the government. All restoration activities shall have prior approval by the Park Engineering Branch. Other items such as utilities and structures that are designated to be removed shall be hauled out of the park and disposed of in an approved manner.
18. HOUSEKEEPING: Keep project neat, orderly, and in a safe condition at all times. Provide enough refuse containers for collecting construction debris and construction materials to be recycled. Wet down dry materials and rubbish to prevent blowing dust. Keep volatile wastes in covered containers. Utilize excavated material as soon as possible. Recycling is encouraged throughout the construction process.
19. WASTE DISPOSAL: Dispose of trees, brush and vegetation from clearing and grubbing, and excess excavated material (including rocks and boulders) that cannot be used in construction as landscape features, off site. Unless otherwise specified, all removed material becomes the property of the Contractor and shall be disposed of in a legal manner. Immediately remove hazardous rubbish from

project site. Place other construction debris in refuse containers at least daily. Dispose of refuse at least weekly, in a legal manner, at public or private dumping area outside the park. Do not burn or bury refuse inside the park. The contractor is responsible for disposal of all hazardous materials generated by construction in accordance with all Federal, State and local regulations.

20. AIR & WATER POLLUTION: Take all necessary reasonable measures to reduce air and water pollution by any material or equipment used during construction. Do not dispose of volatile wastes or oils in storm or sanitary drains. Do not allow waste materials to be washed into streams or sanitary drains.

21. FINAL INSPECTION & PROJECT CLOSEOUT:

- A. POSTED OPERATING INSTRUCTIONS: Furnish operating instruction attached to or posted adjacent to equipment. Include wiring diagrams, control diagrams, control sequence, start-up adjustment, operation, lubrication, shut down, safety precautions, procedures in case of equipment failure and other items of instruction recommended by manufacturer.
- B. OPERATION & MAINTENANCE DATA: Operation and Maintenance Data Manual is required for final inspection. Data shall include manufacturer's prepared data, equipment data sheets, as-built drawings, material and equipment data schedules, warranties, parts lists, test results and subcontractor list.

22. REQUIRED INSPECTIONS:

- Prior to removal of any material (dirt, trees, shrubs, weeds, trash) and after initial staking, contact Steve Herzog, GRCA Landscape Architect at 520-638-7901.
- Contact Bill Dennis, GRCA Construction Inspector at 520-638-7907 for the following inspections:

CONCRETE:

- a. After footings have been dug, squared up and cleaned out to grade prior to the placement of rebar.
- b. Footings and/or slabs including sidewalks.
- c. After all reinforcing has been placed and any utility stub outs are in place including ground wire(s) prior to placement of concrete.  
(Note: Any termite treatment must be approved prior to its use. Contact inspector for approved list)
- d. In-slab utilities will be pressure tested in an approved manner and inspected prior to placement of concrete.

FRAMING:

- a. All framing will be inspected prior to the installation of insulation and/or sheetrock but after all mechanical rough-ins have been completed and inspected.

(Note: Prior to application of any exterior finish material, color and material samples must be submitted to GRCA Architect for approval.)

ROOF SHEETING:

- a. All roof sheeting will be inspected prior to drying-in the roof.

(Note: Prior to purchasing or installing any finish roofing material, color samples must be submitted to the GRCA Architect for approval).

**SHEETROCK:**

a. Sheetrock will be Inspected prior to application of taping compound.

- **FINAL INSPECTION & SUBSTANTIAL COMPLETION:** Submit written certification that project or designated portion of project is substantially complete and request in writing a final Inspection. The Park Engineering Branch will make an inspection within 10 days of request.

- Other entities who may be involved with inspection/approval of project:

Organization	Function	Contact	Phone
APS	Electric	Dan Keil	520-638-2282
AZ Blue Stake	Utilities		1-800-782-5348 602-263-1100
AZ Fire Marshal	Fire Prot	Dan Mattingly	520-699-1704
NPS	Fire	Kent Meecham	520-638-7791
NPS	Safety	Don Singer	520-638-7858
Graves Propane	Propane		520-638-9295
Ferrell Gas	Propane		520-526-0466
US West	Telephones	Steve Syers	520-638-7854

## **APPENDIX:**

### **1. SOIL PREPARATION**

The salvage, care and timely replacement of topsoil should be done whenever possible. It is the one revegetation method that always promotes better vegetation establishment (pers. comm., S. Nordstrom, Denver Service Center 1993a). Topsoil (the top 6-8") contains seeds, organic matter and microbes, including valuable mycorrhizal fungi. These elements are critical for vegetation establishment. The Natural Resource Conservation Service (SCS 1993), which was formerly named the Soil Conservation Service, recommends keeping soil horizon layers separate. This is important because different types of organisms inhabit the different soil layers. In desert soils, it is especially important to scrape and store the top few inches separately from the soil layers 3-8" from the surface. This helps ensure photosynthetic organisms and small seeds will have a greater probability of being close to a surface. The Guidelines for Revegetation in Disturbed Areas (National Park Service 1993) note that duff and topsoil should be stockpiled "less than two feet [deep] or anaerobic conditions or compost-generated heat can kill microflora and seeds". For these reasons, soil piles should be kept as small as possible. Ideally, topsoil should be scraped back gently to the edge of construction limits and stored in shallow windrows. The contract must specifically state how soils are to be collected and stored.

Do everything possible to influence construction schedules so that topsoil sits for the shortest time period. Soil piles should not be allowed to sit for long periods of time, especially if they will get wet. If storing the soil for a long time is unavoidable, consider cover cropping with a plant that supports mycorrhizae. Surface soil can be stored over winter, but will lose a large part of its viable microbial population; with smaller piles, less loss of organisms will occur. Soil can be stored in large piles if it can be kept dry. Soil that has not been kept dry, or has been stored for longer than six months, will generally have viable microbial populations only in the top layer. This top layer should be scraped off the piles and spread last.

Be aware of the earthwork that is proposed in the contract. Fill or topsoil brought in from outside the park is a potential source of noxious weeds. Check the topsoil for weeds prior to accepting it. Use only non-surface soils, where weed seed banks will be reduced. Fill areas should be covered with at least 10 inches of site indigenous reserved surface soil (pers. comm., S. Nordstrom, Denver Service Center 1993a).

Fertilizer is not recommended for desert soils. Arid land soils are naturally nitrogen poor. Native plants have evolved in these soils and compete better with exotics when nitrogen levels are low. Consequently, the application of fertilizer generally increases the presence of exotic plants, which tend to thrive on nitrogen-rich soils. The exception is when a major soil deficiency is detected, and then the use of time release tablets and chelated types of minerals is suggested. We generally place slow release (Agriform Care) is needed, as fertilizer is a salt which can burn roots.

## A Short Guide to Pruning Branches

While it is often necessary to prune branches from trees and shrubs, improper pruning may actually kill a tree or shrub. Using proper pruning methods will result in less damage and stress to plants.

Because of the generally harsh environmental conditions in this area, many of the trees and shrubs are slow growing. These plants have adapted to the particular soil, exposure and microclimate conditions where they are found. Pinyons and junipers are especially slow growing. Many of these trees are several hundred years old. If one of these trees dies from improper pruning, it will take hundreds of years to replace. Besides, there is already more than enough restoration needed at Grand Canyon without adding to the problem.

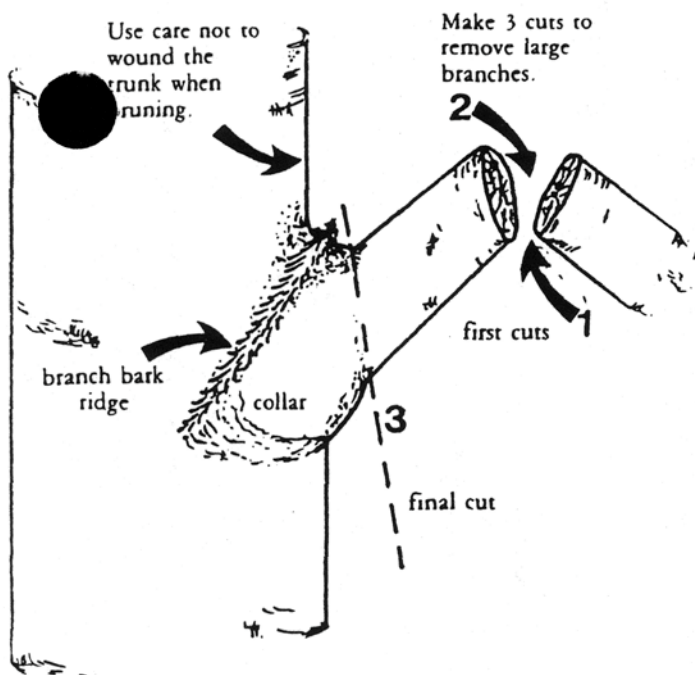
When pruning, always make the wound as small as possible. Anytime the structural integrity of the bark is violated, an access is created for plant pathogens. With this in mind, make sure you always use sharp cutting implements to minimize ragged cuts. Sharp tools will also help you avoid inadvertently stripping off the bark surrounding the cut.

When pruning branches, do not cut the branch flush with the trunk or other supporting branch. Instead, ensure that you leave the growth collar at the origin of the branch (see attached figure). The growth collar or ring contains specialized cells that seal off an injury. The cut should be made at an angle perpendicular to the branch being cut. Any branch that is too large to support with one hand should be precut to prevent splitting or tearing of the bark when it finally does come down.

Be selective in pruning. Pruning more than a quarter of a plant's foliage will severely hamper its ability to produce energy for its own metabolic processes. Dead, dying, diseased, and interfering limbs and branches are good candidates for pruning. Indiscriminate pruning should be avoided.

The attached diagrams depict proper pruning techniques. If these general guidelines are followed, you will accomplish the necessary amount of pruning needed while maintaining the integrity of the trees.

## NATURAL TARGET PRUNING

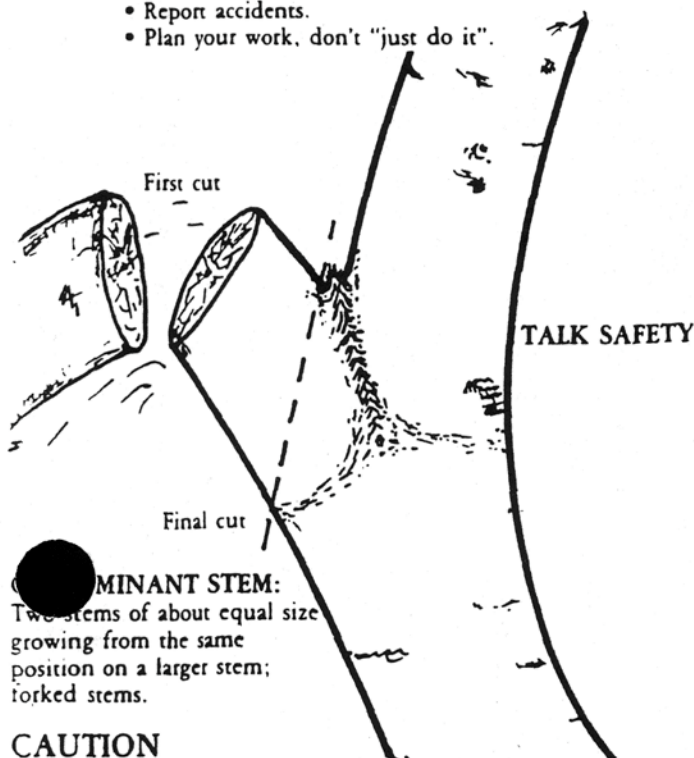


Cut as close as possible to the branch collar. Do not injure or remove the collar. Injury or removal of the collar destroys a major defense system of the tree, and also leads to excessive sprouting. Do not leave stubs. Stubs are entry courts for rot-causing fungi. Do not paint the pruning cuts. Round dressings do not stop rot.

## CUT WITH CARE

Here are some safety rules professionals know and practice:

- Wear safety gear at all times.
- Know where your partners are at all times.
- Do not work when you are tired or sick.
- Do not ignore cuts and bruises.
- Report accidents.
- Plan your work, don't "just do it".

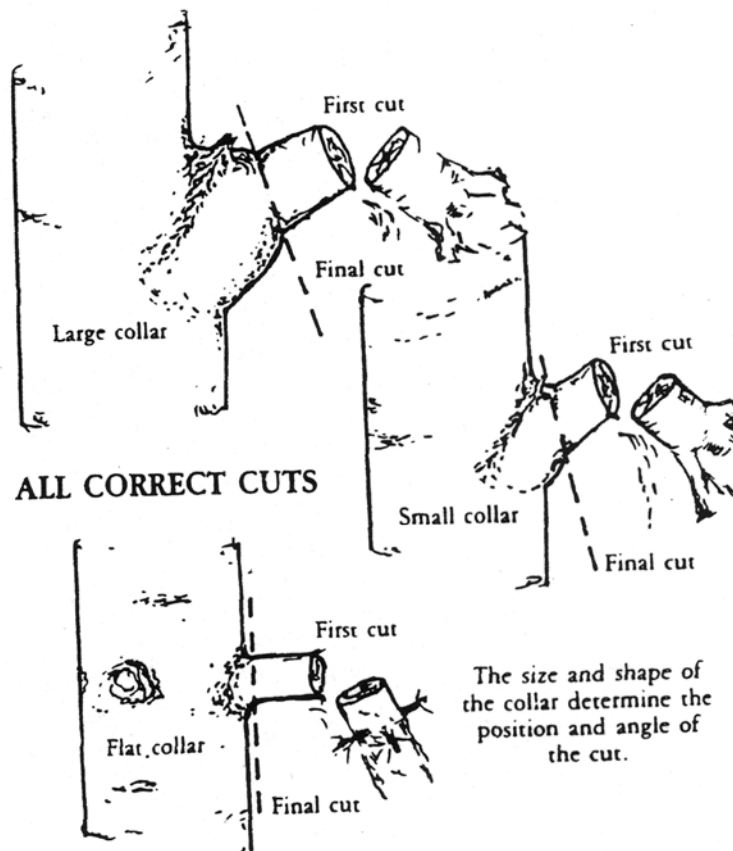


**DOMINANT STEM:**  
Two stems of about equal size growing from the same position on a larger stem; forked stems.

## CAUTION

Removing a codominant stem or branch with included

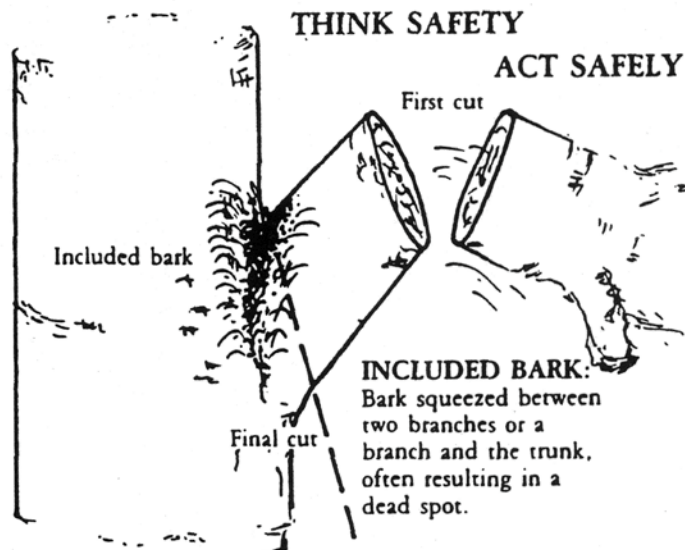
## NO SET ANGLE FOR A CORRECT CUT



A ring or "doughnut" of living tissue will form around a correct cut after one growing season. (See page 32.)

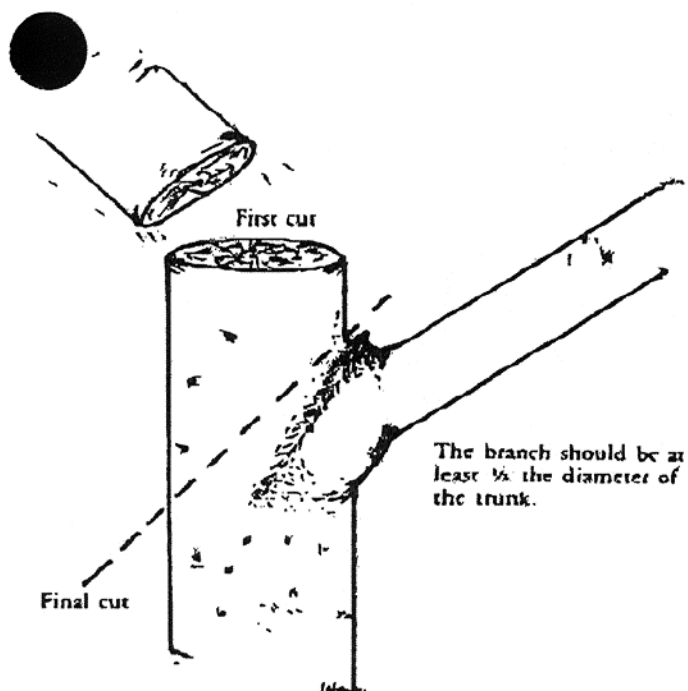
## BE ALERT TO AVOID KICKBACK!

- Respect power tools and use them safely.
- Check tools and equipment before you go into the tree.
- Do only what you have been trained to do.
- Concentrate on your job.
- Have regular safety meetings.
- Remove branches with care, using ropes when necessary.
- Treat all conductors as energized.
- Do not force power tools beyond their limits.



Included bark, more than branch angle, leads to weak unions and branch failure. Never put climbing ropes over branches with included bark.

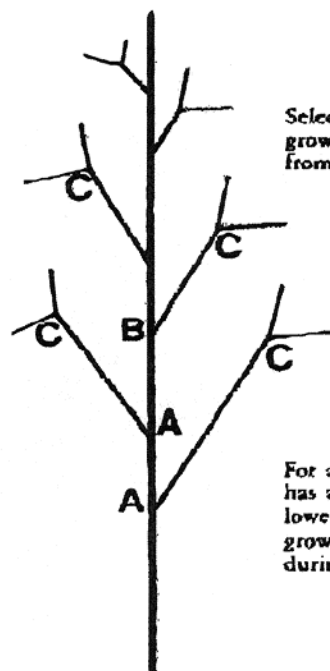
## REMOVING LEADER ON YOUNG TREES



If trees are planted near lines, plant varieties and shapes that can be pruned to remain healthy, safe, and attractive. the growth characteristics of the trees before ant.

14

## PRUNING YOUNG TREES



Select branches for future growth that will grow away from the lines.

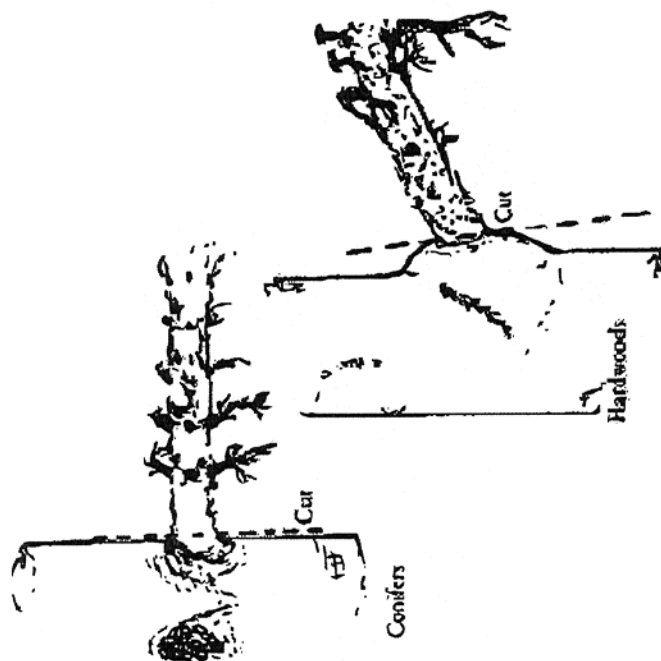
For a tall tree away from the lines that has a strong central leader, remove lower branches at nodes A. As the tree grows, remove other lower branches during regular pruning cycles.

For a globular low tree, remove leader at B, and upright branches at nodes C. As the tree grows, remove upright branches during regular pruning cycles.

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## REMOVE DEAD WOOD CORRECTLY

Removing dead wood is a health treatment for trees because rot-causing fungi use the dead wood as a food source while growing into the tree



Cut dead branches as close as possible to the ring of living wood around the branch base. Do not injure or remove the ring of living wood. The tree's defense system that blocks rot is in the ring of living wood around the branch base.

16



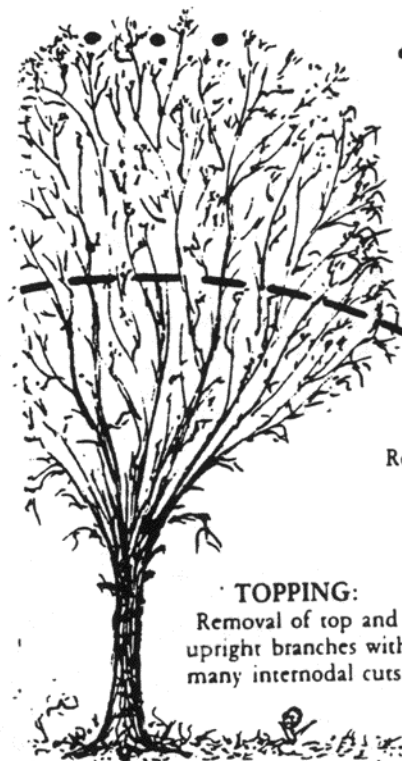


1. Topping and Tipping.
2. Removing branch collars or leaving long stubs.

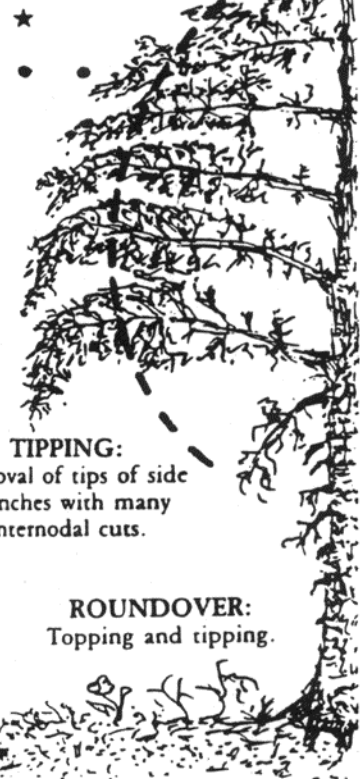
(Painting cuts.

ound dressings do not stop rot.)

DO NOT TOP OR TIP!



**TOPPING:**  
Removal of top and upright branches with many internodal cuts.



**TIPPING:**  
Removal of tips of side branches with many internodal cuts.

**ROUND OVER:**  
Topping and tipping.

Many cuts between nodes are made when trees are rounded over or shaped.

★ . . . indicates energized lines in this booklet.

## Appendix 17

### ASSESSMENT OF ACTIONS HAVING AN EFFECT ON CULTURAL RESOURCES (XXX FORM)

#### A. DESCRIPTION OF THE UNDERTAKING

1. Project Title and Description

a. Project title and location:

b. Project description, area of potential effects, and proposed actions:

2. Affected Resource(s) (Name of resource and applicable numbers (building number, LCS number, etc.)

3. Has the Area of Potential Effects Been Surveyed to Identify Cultural Resources?

\_\_\_ No

\_\_\_ Yes (source or reference):

\_\_\_ No known cultural resources will be affected (if the area has been disturbed in the past, please explain):

4. The Proposed Action Will (Check all that apply):

\_\_\_ Destroy, remove, or alter features/elements of an historic structure

\_\_\_ Replace historic features/elements in kind

\_\_\_ Add or replace non-historic features/elements to an historic structure

\_\_\_ Alter or remove features/elements of an historic setting or environment (including terrain)

\_\_\_ Add non-historic elements/features (including visual, audible, or atmospheric) to an historic setting or cultural landscape

\_\_\_ Disturb, destroy, or make archaeological resources inaccessible, or alter terrain

\_\_\_ Potentially affect presently unidentified cultural resources

\_\_\_ Begin or contribute to deterioration of historic fabric, terrain, setting, landscape elements, or archaeological or ethnographic resources

\_\_\_ Involve a real property transaction (exchange, sale, or lease of lands or structures)

\_\_\_ Other (please specify)

5. Describe the Indicated Effect(s) Concisely

6. Measures to Prevent or Minimize Loss or Impairment of Historic or Prehistoric Fabric, Setting, Integrity, or Data (Any historic fabric revealed in demolition will be retained and preserved. Care has been taken to provide some selective investigation of the existing situation to determine what can reasonably be expected to be found in initial demolition. New materials specified in construction and for furnishings should compliment the existing and revealed historic materials.)

7. Study Data (Attach if feasible; if the action is in a plan, give the name and project or

page number.)

8. Attachments
- ☐ Maps
  - ☐ Archaeological Clearance
  - ☐ Drawings
  - ☐ Specifications
  - ☐ Photographs
  - ☐ Scope of Work
  - ☐ Site Plan
  - ☐ List of Materials
  - ☐ Samples
  - ☐ Other (Specify)

Prepared By \_\_\_\_\_  
Compliance Officer Date

Based on Information Provided By \_\_\_\_\_

CULTURAL SPECIALIST'S REVIEW

I have reviewed this proposal for conformance with requirements for the ?106 process, with the 1995 Servicewide Programmatic Agreement (if applicable), and applicable parts of the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, National Park Service Management Policies, and NPS-28. I have stated any additional stipulations that should apply, and I concur in the recommended assessment of effect above.

Signed \_\_\_\_\_  
Historical Architect Date

COMMENTS

B. PARK 106 COORDINATOR REVIEW AND RECOMMENDATIONS

1. Assessment of Effect(s)
- ☐ No Effect ☐ No Adverse Effect ☐ Adverse Effect
2. Compliance Requirements
- ☐ Standard 36 CFR 800 Consultation (Consultation under 36 CFR 800 is needed subsequent to preparation and review of this form by appropriate Cultural Resource Management advisers.)

- ☐ Programmatic Exclusion (The above action meets all conditions for a programmatic exclusion under Stipulation IV of the 1995 Servicewide Programmatic Agreement for ?106 compliance.)
- ☐ Plan-Related Undertaking (Consultation and review of the proposed undertaking were completed in the context of a plan review process in accordance with the 1995 Servicewide Programmatic Agreement and 36 CFR 800.)
- ☐ Undertaking Related to Another Agreement (The proposed undertaking is covered for ?106 purposes under another document, such as a statewide agreement established in accordance with 36 CFR 800.7, or counterpart regulations.)
- ☐ Stipulations/Conditions (Following are listed any stipulations or conditions necessary to ensure that the assessment of effect above is consistent with 36 CFR 800 criteria or to mitigate potential adverse effects.)

C. RECOMMENDED

\_\_\_\_\_  
Park Compliance Officer Date

D. APPROVED (The proposed work conforms to National Park Service Management Policies and NPS-28, and I approve the recommendations, stipulations, and conditions noted above.)

\_\_\_\_\_  
Superintendent, Grand Canyon National Park Date

## Appendix 18

### TANK PROJECT CHECK LIST

Project Location \_\_\_\_\_

Scope of Work \_\_\_\_\_

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Number of Tanks \_\_\_\_\_

Size of Tanks \_\_\_\_\_

Start Date \_\_\_\_\_

The Tank Project Check List must be submitted to the Division of Concessions Management at least two weeks prior to the proposed start date work.

Environmental clearances are required if there is a potential for significant impacts to natural or cultural resources, traffic, natural quiet, air quality, visibility, visitor use, etc., or if tank leakage has resulted in water or soil contamination or will require tank replacement. Obtaining appropriate clearances may result in delayed project start dates.

**Appendix 19**  
**DRAFT**

***This draft policy is provided to the Offeror as a guide in development of its own housing policy.***

A56 (GRCA 8212)

**GRAND CANYON NATIONAL PARK**  
**GOVERNMENT HOUSING POLICY STATEMENT**  
**Responsibilities of Employees in Government-Furnished Quarters**  
**Standard Operating Procedure 8212-**

This policy statement serves as the regulations and guidance for occupants of government quarters.

Nothing in this policy shall be construed to limit the authority of the Superintendent to act in his sole discretion in accordance with the provisions of the Code of Federal Regulations (41 CFR 114-51 and 52) to regulate housing policies in Grand Canyon National Park or to amend or suspend this policy in whole or part as shall be in his judgement in the best interest of the park.

Enforcement of this policy is through the employee's supervisor, and through the chain of command, as individual situations warrant.

The rules and regulations set forth in this policy are in line with the Code of Federal Regulations.

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## **General Housing Maintenance**

### ***New Assignments***

Occupants must abide by all the terms and conditions stated in this policy and on their Quarters Assignment Agreement Form 10-380. When housing assignments are made, the new resident and the Housing Manager will note the condition of residence and any pre-existing damages.

It is recommended that all residents carry their own Renter's Insurance Policy, since government liability is limited under the Federal Tort Claims Act.

### ***Vacating Quarters***

Occupants must contact the Housing Manager at least three days prior to vacating their residence for the purpose of scheduling an inspection of the residence. Residents can contact the Housing Office prior to their inspection for a cleaning checkout list. If residence is not properly cleaned or if there are damages noted during or after the inspection, a Bill of Collection will be issued accordingly.

### ***Resident's Responsibilities***

As stated in the Quarters Assignment Agreement Form, occupants are responsible for keeping their premises clean, sightly, and in a safe condition at all times, and upon vacating will leave the quarters in a clean and orderly condition. All occupants are responsible for shoveling the snow and maintaining the grounds around the perimeter of their residences (Reference Yards and Grounds section).

It is the responsibility of all occupants to routinely test their residential smoke detectors to insure that they are working properly. You should test your smoke detector at least once a month and record the date. Batteries should be replaced twice a year, and are available from the Housing Office.

### ***Maintenance/Repairs***

All plumbing, heating, electric, painting, or structural repairs should be reported to the Maintenance Division at 638-7625, or occupants can submit a Work Authorization Form to the Maintenance Division. Residents must leave a contact phone number on their request form and note if Maintenance has permission to enter the residence while they are not present in quarters. Only in emergency situations should an occupant call the park's Dispatch Office.

No occupant is to perform repairs or alterations to his/her residence without prior approval from the Chief of Maintenance. All requests must be submitted to the Housing Manager for final approval by the Chief of Maintenance. Interior painting may be allowed with prior approval from the Structural Supervisor, who can be reached at 638-7636. Requests to alter interior or exteriors must include a sketch of the proposed work, indicating measurements, materials to be used, and color finishes as applicable. If any work is performed without authorization from the Chief of Maintenance, the resident may be required to restore the structure to its original condition at his/her expense within 60 days. If the work is not performed to the satisfaction of the Chief of Maintenance or his designated representative, the Superintendent may authorize restoration by park maintenance staff or contractor, and associated costs will be charged to the resident.



All approved or accepted modifications to any structure by a resident will become property of the U.S. Government without compensation to resident.

## **Yards and Grounds**

### ***Parking and Licensing of Vehicles and Boats***

Vehicles will be parked in residential areas in such a way as to not interfere with the normal flow of traffic. A definition of a vehicle is any motorized or non-motorized vehicle, which is subject to licensing or registration.

All operational vehicles, including boats, boat trailers, recreational vehicles, or motorcycles, located within a residential area must display a current motor license or registration and a park registration sticker where applicable.

Parking will be limited to occupant's driveway and/or garage; one additional parking space may be utilized in your neighborhood, as space is available. Residents with multiple vehicles (including boats, RV's, trailers, etc.) are responsible for finding storage space outside of the park.

Recreational vehicles parked on a residential site shall not be used for permanent residential purposes for any extended period of time.

### ***Motor Vehicle Storage/Repair***

In accordance with 36 CFR 7.4(c)(2), immobilized or inoperative vehicles may not be parked, stored, or otherwise kept on a residential site or at any other location within the park area for more than 30 days without approval. Requests for automotive repair work that will take more than 30 days to complete must be submitted to the Superintendent.

Motor oil or other vehicle fluids must not be dumped or otherwise disposed of on any park lands. Gasoline or other flammable liquid must be stored in approved safety containers not exceeding five (5) gallons. (Reference Residential Waste Disposal section of this policy.)

### ***Hot Tubs***

A hot tub is permitted within the confines of your backyard. The hot tub must meet safety codes and be covered or secured when not in use to prevent inadvertent access. If a hot tub can be installed without modifications to yard, fencing, deck, patio, or electrical connection, no special approval is needed. Any modifications will be at resident's expense and with prior approval of the Housing Manager. Every attempt should be made to install the tub in such a manner as to cause no damage to decks, patios, fencing, vegetation, or residence.

### ***Wood-Burning Stoves/Fireplaces***

The park is committed to removing all wood-burning stoves from government residences, except on the North Rim. Once a residence with a wood-burning stove is vacated, maintenance staff will be responsible for removing the stove and capping the ceiling of the residence so no further installation can take place. An occupant who has a wood-burning stove in his/her residence is responsible for proper disposition of the coals and ashes (reference Residential Waste Disposal).

It is the responsibility of the park to have the chimney of each residence with a stove cleaned twice a year. Occupants will be notified in advance by maintenance staff of the scheduled cleaning. Occupants are responsible for giving the park maintenance staff access to their residence during this process and are also responsible for properly disposing of all ashes and coals prior to this scheduled cleaning.

### ***Firewood***

Firewood shall be neatly stacked within the boundary of residential site. Firewood shall be placed no closer than thirty (30) feet from the nearest structure so as to minimize fire hazards and to protect wooden siding from attack by termites and/or carpenter ants. Woodpiles in Pinyon Park and Trailer Village are exempt from this 30-foot perimeter rule. Any occupant outside these two areas who may have a valid reason for an exception, must receive a written waiver from the Branch of Fire and Aviation Management. (Refer to the Defensible Space section for further information.)

### ***Fires***

Ground fires are permitted only in designated fire pits. Requests for new fire pits must be approved by the park project team. Fires are permitted within containers (e.g., BBQs, chimeneas, etc.) with caution that residents ensure fire remains within the container and sparks and embers do not escape. During periods of high fire danger, the ignition of fires may be prohibited. The burning of trash, refuse, or garbage is prohibited, except on the North Rim when the road is closed for winter.

### ***Fuel Tanks***

Fuel storage tanks shall be the type manufactured for the purpose of storing the appropriate fuel. Tank size should be relative to the type of heating system and resident's yard or lot size. Whenever possible, fuel tanks should be fenced or shielded to enhance visual quality of neighborhoods. Storage of fuel oil in 55-gallon drums does not meet standards and is prohibited.

### ***Holiday Lights/Outside Housing Decorations***

Holiday lights are permitted within the confines of your own residence and yard. When stringing lights, care should be taken to prevent damage to trees and vegetation, and to prevent tripping or tangling hazards to people or wildlife. Wires extending away from the residence to the power source should be at ground level and covered.

Exterior decorations, such as flags, wreaths, name plates, etc., are permitted. Sports equipment, such as a basketball backboard, should not be affixed to your residence.

### ***Fences/Sheds & Storage Facilities/Parking/Landscaping/Walks, Slabs, & Walls***

*(These topics need to be addressed by the park's planning/project committee through comprehensive "Neighborhood Plans." Decisions regarding appropriate fences, landscaping, storage sheds, etc. lies outside of the purview and authority of the Housing Committee.)*

*The following "neighborhoods" have been identified:*

*The Pines - Bob Mahn Street, Randy Thompson, and Barry Hance Circles*

*Greater Village - Park Circle, Coconino, Boulder, Sunset, and Juniper Streets*

*Historic District I - Tapeats, Tonto, Kaibab Streets*

*Historic District II - Apache Street*

*Apartments & Townhouses - Mohave, Coconino, Albright*

*Trailer Parks - Pinyon Park and Trailer Village (some of these issues are addressed in the Trailer Section of this policy.)*

*Desert View*

*North Rim has numerous "neighborhoods" (historic, apartments, trailer sites, etc.)*

### ***Satellite Dishes***

The following requirements shall govern the installations and use of residential satellite (TV) dishes and antenna. Satellite dishes and antenna may be installed provided the following criteria are met:

1. Prior to the installation of a satellite dish or antenna, a written request must be submitted to and approved by the Housing Manager. The request shall include a drawing detailing the location of the dish relative to the residence and other physical features such as detached garages, storage sheds, driveways, and vegetation. If trenching is required, the depth and location should be identified. If tree branch trimming is required it must be included in the request. The Housing Manager will consult with appropriate staff to determine an acceptable location for the dish and/or antenna and will respond to the occupant within seven (7) days.
2. Each residential satellite dish shall have a maximum diameter of 30 inches.
3. All satellite dishes, antennas, and associated hardware must be within the Federal Communications Commission (FCC) Guidelines.
4. Each satellite dish, antenna, and associated wiring shall remain entirely within the boundaries of the resident's yard. (If a resident is unsure of the yard boundaries, s/he should contact the Housing Office.) Antenna's height should not exceed 20 feet above the ground.
5. In no cases will the dish or antenna or its supporting members be attached to trees or other vegetation. All cables and wires should be underground, and should be identified in the written request.
6. When an occupant vacates a residence, s/he is responsible for removing the satellite dish or antenna and its associated wiring, platform, etc. and for completing any needed repairs that were caused by the dish or antenna installation, unless other arrangements have been made or unless any of these items are the property of the Government.

### ***Pet Policy***

**No more than two dogs or two cats, or a combination of one dog and one cat,** shall be permitted in each household. In addition, you may have two (2) caged birds, two (2) rodents, two (2) amphibians, two (2) reptiles, and two (2) rabbits. There is no restriction on aquarium fish.

**Residents will be held responsible for any damage to their house or yard caused by their pets.**

1. Pets Permitted:

Household pets that may be permanently contained within the employee's residence include dogs, cats, birds, aquarium fish, exotic nonpoisonous snakes, or other reptiles, rodents, amphibians, and domestic rabbits. Snakes, reptiles, rodents, amphibians, rabbits, and birds must be caged at all times.

2. Pets Not Permitted:

- a. Native Wildlife.
- b. Rare, threatened, or endangered species.
- c. Pets that cannot be permanently confined within the employee's residence and employee's immediate yard area.
- d. Pets displaying hostile or threatening behavior, which might frighten or harm humans or native wildlife.
- e. Domestic livestock or fowl.

If you have any questions regarding the restriction of any pet, please contact the Housing Office at 638-7796.

3. Specific Pet Restrictions within the Park:

Regardless of type of employment (permanent, term, or seasonal) no pets of any kind are allowed in

- a. Albright Apartments.
- b. Shared Housing: Clinic dorm, bunkhouses, trailers, and single-family houses converted to shared quarters.

4. Responsibility of the Pet Owner

Pet owners are responsible for the disposition of unwanted pets, or pets deemed undesirable by the park superintendent. This may be done through the Department of Animal Control - Coconino County, Flagstaff Animal Shelter, or the South Rim Kennels.

Pets will not be allowed to defecate in other residents' yards or in a place where sanitation is a problem (e.g. pedestrian walkways, streets, play areas, etc.). Pet owners are responsible for properly disposing of the pet's fecal matter in public dumpsters.

No pets may be kept under conditions determined to be inhumane by applicable laws and regulations.

Any pet creating a continued nuisance by barking, whining, crying, howling, or by other means will not be permitted to remain in the park. Pet owners must insure that their pets are not allowed to make noise that is unreasonable considering location and time of day or night (per 36 CFR 2.15(a)(4)).

Pets must be under physical restraint at all times when outside, either by means of a leash on a temporary basis or within a fenced enclosure on a permanent basis. The fenced enclosure shall be completely capable of containing the pet. Voice control is not acceptable. Chains, which secure an animal to a tree, must be appropriately wrapped in order to protect the tree from damage. Caged animals will remain in their cages at all times when outside. Yard fences or enclosures may be constructed at residences only upon obtaining prior written approval. (Reference the Yards and Grounds Fencing Section of this policy.)

Dogs and cats must wear a registration or identification tag at all times. Animals without tags will be considered feral or stray and are subject to impound or disposal in accordance with the "Enforcement Procedures."

The deliberate feeding or placement of food intended for feral animals (dogs and cats) is prohibited. No food is to be left outside on a permanent basis for the purpose of feeding a pet.

## 5. Enforcement Procedures

Adhering to the Pet Policy rests with the pet owner. The employee/pet owner must assume the burden of carefully complying with the Pet Policy. The next level of responsibility for the Pet Policy administration falls on the employee's supervisor. Further responsibility for administration shall rest with the employee/pet owner's division chief, prior to enforcement by Visitor and Resource Protection.

Violation of the Pet Policy may result in the issuance of a citation. Pets in violation of the regulations and rules of the Pet Policy shall be impounded and taken to the South Rim Kennels. The pet will be released to the owner upon payment of accrued kennel fees, which include the daily fees and an administrative fee. Pets not claimed at the South Rim Kennel within three calendar days of arrival may be removed in a humane manner or relocated to another facility. Kennel staff will log the pet and owner information. If the same pet has been brought to the Kennel three times within one year, the appropriate Housing Manager (e.g., NPS, Amfac, DNPS, GCUSD, etc.) will be notified, and the pet owner may lose pet privileges.

Should recurrent violation of the Pet Policy occur, the pet owner may be required by the Superintendent to remove the offending pet from the park permanently. Law enforcement personnel will take into account the level of cooperation exhibited by the pet owner, the severity of the act, and the number of previous violations cited. Failure to comply may result in the disposition of the animal per 36 CFR 2.15(c), and/or the loss of pet privileges.

### ***Defensible Space***

It is the responsibility of all residents to abide by the rules and regulations stated in the Defensible Space Plan. In accordance, occupants are responsible for assuring that a perimeter of no less than 30 feet around all quarters and buildings be maintained free of all combustible ground debris or incidental combustible materials. Also, a 15-foot clearance must be kept around all propane tanks.

Refer to the Defensible Space portion of the Fire Management Plan for further details.

### **Potable Water**

Water has been a scarce and expensive item since Grand Canyon development began. Water rationing and conservation have been a way of life at the Grand Canyon in the past and will continue into the future. Keeping in mind our desert condition, residents are encouraged to practice water conservation.

Water rates will be calculated on an annual basis and adjustments will be made according to actual usage.

#### **Water Use:**

1. During periods of normal (non-emergency) use of potable water, the following are permitted:
  - a. Watering of backyard gardens and lawns.
  - b. Washing of private vehicles and trailers.
  - c. Washing of park and concession vehicles.
  - d. Sale of water to the Tusayan community.

2. During periods of water emergencies (the Superintendent or his designee will declare what constitutes emergencies) such as major pipeline breaks, intake problems, pump failures, and major electrical delivery system failures, where it is reasonable to expect tank-farm levels to fall below the absolute minimum level, one or more of the following actions may be taken:

- a. Immediate posting of emergency water restriction notices in all public facilities, specific to affected areas.
- b. All outside sales to non-residents will be discontinued.
- c. Residential use for lawns, gardens, and vehicle washing will be discontinued.
- d. Washing of park and concession vehicles will be discontinued.
- e. Other case-by-case restrictions may be imposed such as:
  - Closing of camper service laundry and showers;
  - Closing of trailer dump station;
  - Temporary elimination of visitor trailer water hookups.

### **Residential Waste Disposal**

These guidelines have been prepared to ensure an efficient, safe, and practical method of residential refuse collection and landfill operation at Grand Canyon National Park. Residents are expected to comply with all applicable Federal, State, and County laws regarding waste disposal. Grand Canyon National Park supports waste management that is environmentally sound, safely deals with hazardous materials, and recycles appropriate materials.

If you have any questions regarding proper disposal of waste materials please contact:

SOUTH RIM: Roads & Trails Supervisor 638-7633 or 7634

TUSAYAN: Waste Management of Tusayan 638-2889

NORTH RIM: Facility Manager 638-7866

1. Dumpsters and other waste receptacles are for normal residential waste only. It is the responsibility of the residents to dispose of other materials properly. Following are examples of items that should NOT be placed in park residential dumpsters:

NO Large items - Sofas, chairs, mattresses, carpets, fencing, and lumber.

NO Large yard debris - Logs, heavy brush, large amounts of debris.

NO Heavy metal objects - Pipes, angle iron, engines, and heavy car parts.

NO Hazardous Materials - Engine oil, car batteries, chemical waste, tires, Ni-Cad & lithium batteries, etc. (Radio Shack will recycle Ni-Cad batteries.)

It is illegal to leave waste or hazardous materials at the HAZMAT locker. These items must be identified and properly recorded by the managers at the above numbers. For more specific information on disposal of hazardous materials refer to the HazMat Standard Operating Procedure.

2. Fluorescent light tubes contain small amounts of hazardous materials. You are encouraged to dispose of those tubes at the maintenance yard. A dumpster has been designated for disposal of these light tubes. Call 638-7633 or 7634 for the location.
3. Coals and ashes from woodstoves and fireplaces pose a fire hazard. They should be stored in a metal container for at least one week before being placed in a dumpster or other trash receptacle. Fires in dumpsters or trash trucks are costly and hazardous to personnel due to toxic materials.
4. Christmas trees should not be placed in dumpsters. Stack them behind the dumpsters for removal by NPS crews.
5. Grand Canyon National Park sponsors park cleanups each year. You are encouraged to dispose of large or hazardous material described in #1 above during these cleanups. Do not put these items in the dumpsters. Specific instructions will be given before these cleanups identifying where to place these items and how to label them. South Rim residents may utilize the county waste transfer station in Tusayan (Waste Management of Tusayan, 638-2889) to dispose of large items.
6. Government furniture and appliances require proper disposal. Contact the housing office at 638-7796 for instructions.
7. All trash containers should have lids closed at all times. Residents are encouraged to assist in cleaning up around the containers whenever possible. Children should not be permitted to play in or around the dumpsters due to sanitary and physical hazards.
8. Grand Canyon National Park supports a recycling program. Residents are encouraged to sort recyclable waste and place it in the appropriate recycling container. Currently aluminum, plastic, glass, newspapers, and corrugated cardboard are accepted.

## **Trailers and Trailer Sites**

### ***Introduction***

Each occupant of a trailer site within Grand Canyon National Park shall abide by the policies stated below and shall be responsible for compliance with all rules and regulations established by Federal, State, and County codes and ordinances governing the jurisdiction in which the trailer is situated. All trailers placed on these sites shall be in accordance with current NFPA 101 Life Safety Code requirements. If there are any questions regarding safety code requirements, contact the park's Risk Management Officer at 638-7858.

The 1995 *Grand Canyon National Park General Management Plan* calls for the redevelopment of Pinyon Park for high density apartments, multiplexes, and/or dormitory housing. During this interim period, employees assigned a trailer site within this area of the park will sign a statement acknowledging that they are aware of this future development, and that they may be asked to vacate their site at a time determined by the government.

The following policies and procedures have been developed to assure that during this interim time period, everyone living within this area is provided with a safe and aesthetic living environment. In

keeping with these procedures, the park has committed to replacing substandard trailers within the park with new leased trailers.

### ***Assignment of Trailer Sites***

The Housing Manager will determine assignment of trailer sites and will maintain a waiting list of those interested in trailer sites. Anyone assigned a trailer site is required to sign Form 10-380, Quarters Assignment Agreement. This agreement states, among other things, that the occupant shall keep the area in a clean, sightly, and safe condition at all times. Occupants must also agree to abide by all the policies and regulations stated in this policy.

### ***Age and Condition of Trailers***

Effective the date of this policy, any unit to be placed on a trailer site for six months or longer **shall be no more than 15 years of age and must meet** the requirements of 24 CFR 3280.

All units being set up shall be mouse proofed and skirted. Mouse proofing shall consist of all openings >1/4-inch in diameter being sealed with steel wool, cement, or hardware cloth.

All units being set-up shall have a deck with steps and railing at the front entrance, and steps with railing at rear entrance with landing. Decking, steps, and handrails (regardless of height of decking) shall meet current NFPA 101 Life Safety Code requirements. At no time will a unit be modified so as to preclude its being moved by normal means, such as by removal of wheels or axles, the tongue, or deactivation of the braking system or clearance lights. Tires may be removed and stored to prevent their damage or destruction.

### ***Site Identification***

A number identifying each site shall be posted at each site location. Site boundaries will be designed under the provisions of the spacing requirements of this policy. The government will be responsible for signing and mapping government-owned trailer sites.

### ***Restrictions on Rental Site Use***

Trailer sites are leased for residential use only and are restricted to persons who are employed by the National Park Service or by permit from the Superintendent. No trailer occupied by a NPS employee on a government-owned site shall be rented or sublet to a second party. Only the National Park Service shall have the authority to establish a dormitory residence. Concessions and cooperators may establish a dormitory only with written permission of the Superintendent. Private individuals may not own trailers for rental or dormitory purposes in the park. Only one trailer per trailer site is permitted, and only one family per trailer site is permitted.

Trailer or trailer site occupancy for residential use shall be leased or rented for the length of appointment for employment. Trailers will be vacated from appointed site within ten (10) days after termination of employment, unless prior arrangements are made in writing and approved by the Superintendent.



### ***Abandoned Trailers***

Anyone abandoning a trailer within the park will be issued a bill of collection for all costs associated with the removal of that trailer.

### ***Trailer Size and Spacing***

No trailer entering the park (effective the date of this policy) shall be placed on any trailer site where there are less than twenty (20) feet in every direction between such trailer and any additions thereto and any other trailer and any additions thereto. Awnings and eaves, however, may intrude into a required separation not more than two (2) feet. At least five (5) feet shall be maintained between each trailer and any property line and/or roadway adjacent to it. Triple-wide trailers, doublewide trailers, manufactured, and modular homes are not permitted. The maximum length for trailers entering the park is seventy (70) feet. All trailers must be self-contained with sanitation facilities.

Since each site varies in size, the occupant is responsible for assuring that the trailer meets spacing requirements as stated above prior to being located on a specific site. The Superintendent must authorize any exceptions to these requirements.

### ***Sale of Trailers within the Park***

Trailer homes being considered for on-site sale or transfer shall be fifteen (15) years of age or newer, meet the requirements of 24 CFR 3280, and be approved by the Superintendent.

### ***Site Maintenance***

Reference Yards and Grounds section of this policy.

### ***Walks, Walkways, Patio Slabs and Retaining Walls***

Walls of any type shall not be constructed by the tenant on or between any trailer site or sites. Walkway and patio slab extensions are permitted. However, a written request for this addition must be submitted to the Housing Office. This request must identify any ground disturbance that may occur. Upon termination of a site rental lease, such walkways and patio slabs will become the property of the government.

### ***Foundation***

No permanent foundation constructed of bricks, stone, wood blocks, or any combination thereof, intended to support the trailer is allowed. Leveling piers, however, may be used. All leveling piers and tie-downs shall be constructed and/or installed to conform to applicable Federal, State, and County codes, ordinances, and regulations.

### ***Skirting***

Skirting is required on all units that will be placed on site for six months or longer. Newly installed trailers shall have skirting installed within thirty (30) days of space assignment. Suitable skirting material, such as light metal, wood, or plastic siding material, must be securely installed.

### ***Sewage***

No person shall dispose of sewage at any trailer site other than through an approved connection to the trailer village sewer system. Trailers shall be positioned so that sewer lines will run underneath the trailer, with no more than five (5) feet of sewer pipe exposed outside the trailer skirting. All materials used for sewer connections between the trailer and the sewer inlet shall be semi-rigid pipe (not less than Schedule 40), corrosive-resistant, nonabsorbent, and durable. All joints shall be airtight and watertight.

### ***Trailer Additions Not Allowed***

There shall be no permanent additions to trailers such as rooms or enclosed porches.

### ***Trailer Additions Allowed***

A written request must be submitted to the Superintendent through the Housing Manager before any of the following additions can be made:

- a. Porches, Steps and Landings.** Any porch installed shall be constructed in such a manner as to be easily removed from the site. Steps and landings must meet applicable code requirements for size, construction, safety features, etc.
- b. Awnings** shall be of metal, plastic, wood, or fiberglass construction, which can be easily removed and shall be securely anchored. Small window awnings protruding not more than four (4) feet from the trailer and fully supported by the trailer are permitted.
- c. Storage facility.** Each storage compartment placed on a trailer site must meet the site spacing requirements as stated above, must be easily removable from the trailer site, and must rest on an easily removable pad.

### ***Liquid Propane Gas (LPG) Tanks***

Only an authorized LPG service representative shall install LPG tanks. Containers must meet current Federal and State regulations and NFPA standards. Pressure regulators not permanently attached to a trailer must be securely mounted and properly attached in accordance with NFPA Standard No. 58. All extra cylinders, tanks, bottles, or containers of LPG must be properly stored and secured.

Liquid propane gas storage tanks shall not exceed a total of 250 gallons at any trailer site, and shall be located not less than ten (10) feet from the unit, and installed according to NFPA Standard No. 58.

### ***Wood-Burning Stoves***

The installation and use of wood-burning stoves located on trailer sites within the park is prohibited in accordance with the park's commitment to reduce the impact of smoke on air quality and visibility.

# HAZARDOUS WASTE MANAGEMENT PLAN

## GRAND CANYON NATIONAL PARK

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### INTRODUCTION

Hazardous waste presents numerous health and environmental dangers. It comes in all shapes and forms: liquid, semisolid, solid, or contained gas. Hazardous waste may be the by-product of our operating processes or more simply, unused and discarded hazardous materials. This Hazardous Waste Management Plan is meant to act as a guide and resource for the handling of hazardous materials and waste by park personnel. Regardless of the form we may be presented with, proper management and disposal of hazardous waste is essential to the environment and operations of Grand Canyon National Park.

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### POLICY

It is the policy of Grand Canyon National Park to comply with all federal, state, and county laws, regulations and guidelines for the prevention, control, and abatement of environmental pollution.

Management of hazardous waste must begin with minimization practices. The easiest way to reduce the need for hazardous waste disposal is to minimize the amount of hazardous waste produced. Unless we can limit the amount of hazardous waste we produce, we will be in a constant mode of disposing of this waste. Pollution prevention is any practice which reduces

the amount of a hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment, or disposal; and any practice which reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. This can be achieved at the source of hazardous waste and pollution generation through; material substitution, product changes, improved housekeeping, process changes, and in-line/on-site recycling. We must reduce the volume and toxicity of hazardous waste generated in Grand Canyon National Park (GRCA) to ensure not only a reduction of cost and regulation for the park, but to also help create a safe and clean environment for employees and park visitors.

GRCA's Hazardous Waste Management Plan applies to the procurement, handling, storage and disposal of hazardous waste generated from operations and maintenance activities. The purpose of the GRCA Hazardous Waste Management Plan is to provide park personnel with guidance for the proper management of hazardous waste and materials. This plan does not apply to:

1. Underground Storage Tanks
2. Hazardous Waste Sites
3. Asbestos Removal

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### LEGAL AUTHORITY

- Resource Conservation and Recovery Act (RCRA)
- Code of Federal Regulations Title 40 Part 260-262
- Code of Federal Regulations Title 29 Part 110.1200.
- State and local laws and regulations

### **Consequences of Non-compliance**

“As a result of the waiver of sovereign immunity contained in the Federal Facilities Compliance Act of 1992, regulatory agencies can undertake civil and criminal enforcement actions in response to RCRA violations at Federal Facilities. Under RCRA, civil penalties are amassed on a per violation per day basis and can be assessed at a maximum of \$25,000 per day.

Whereas the National Park Service is subject to civil penalties as an organization, Park employees, as individuals, may be held personally liable for criminal violations. Criminal charges can be brought if the State or EPA believes that individuals knowingly violated the law. Criminal penalties may include substantial fines and/or imprisonment. In addition to the individual who was directly responsible for hazardous waste management and who may have been involved in the activity causing the violations, criminal prosecutions typically target upper management and the entire management line-of-command under the assumption that these individuals are responsible for ensuring that resources are allocated and that actions are taken to ensure compliance with applicable laws. If a criminal action is taken against a federal

employee, the Department of Justice will not represent the employee because criminal conduct is considered beyond the scope of employment. However, employees may seek the assistance of private counsel to represent them.

### **Abandoning or improperly disposing of hazardous waste is a violation of federal law and employees can be prosecuted.**

Because the National Park Service is the landowner, regulatory agencies can hold NPS civilly and criminally liable for the violations of non-NPS park users. NPS also may unwittingly bear the expense of cleaning up areas of contamination caused by non-NPS park users if NPS does not monitor their activities and ensure conformance to applicable laws and regulation. Therefore, National Park Service managers are responsible for monitoring the actions of tenants, concessionaires, and special use permittees.

Since the waiver of sovereign immunity contained in the Federal Facilities Compliance Act does not extend to hazardous materials, NPS is not compelled to comply with local and State statutes that address hazardous materials exclusively (and not hazardous waste). NPS may choose to comply with the Community Right-to-know hazardous materials ordinances voluntarily, but NPS is not subject to fees or penalties associated with these programs.” (SFM NHP, 1996)

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## **RESPONSIBILITY**

### **Superintendent**

1. Requires compliance with laws and regulations pertaining to storage, handling, and disposal of routinely generated hazardous waste: has overall responsibility for the program.
2. Provides necessary resources to facilitate compliance.
3. Represents park program requirements to regional staff and line management.

**Park Hazardous Waste Coordinator (HWC)**

1. Provides technical guidance to division chiefs, employees, and other staff members on compliance with laws and regulations pertaining to procurement, storage, handling, and disposal of routinely generated hazardous waste and other program issues.
2. Coordinates park hazardous waste storage.
3. Coordinates park hazardous waste removal.
4. Coordinates park training in handling hazardous waste.
5. Maintains park hazardous waste inventory list.
6. Conducts weekly inspections of hazardous waste storage facilities.
7. Conducts annual inspection of park facilities to ensure compliance.

8. Updates and revises the Hazardous Waste Management Plan every two years.

**Division Chiefs and Supervisors**

1. Division Chiefs, District Rangers, and all other supervisors are responsible for assuring that personnel within their area of responsibility comply with guidelines.
2. Division Chiefs, District Rangers, and all other supervisors are responsible for providing funding for the disposal of all hazardous waste generated by their work unit.
3. Each maintenance foreman will be responsible for the management of all hazardous material or waste his or her unit uses or generates. He or she will also manage the storage of hazardous waste turned in by non-maintenance personnel. The operation of this may be delegated to a subordinate, but the overall responsibility remains his or hers.
4. Non-maintenance personnel, (i.e., rangers, resource management, interpreters, etc.) shall deposit their waste at the nearest maintenance activity storage facility. Waste shall not be left unless the maintenance foreman for those designated areas logs it in.
5. Division Chiefs and supervisors must ensure compliance with laws and regulations pertaining to the procurement, storage, handling and disposal of routinely generated hazardous waste.

6. Division Chiefs and supervisors control inventory and shall not allow “free choice access” to chemical stocks.

### All Other Park Staff

All park staff must comply with the guidelines of this plan. If staff is uncertain as to the proper handling or disposal of a particular material, it is their responsibility to seek out guidance from their supervisor and/or the Park Hazardous Waste Coordinator.

### Non-NPS Park Users

Hazardous waste generated by Concessionaires and other cooperators at GRCA will not be stored in NPS hazardous waste storage facilities. They will be responsible for providing and managing their own facilities.

## PROGRAM OBJECTIVES

Reduce the hazardous waste generated in the park by:

- **Purchasing the least toxic material that will accomplish the task;** hazardous material should only be purchased after an exhausting search for non-hazardous materials. Encourage the use of alternative methods or materials if available. **Materials which contain the following 17 chemicals will not be purchased without the Hazardous Waste Coordinator’s approval.** Approval is contingent on the purchaser’s justification that shows

no other product will perform the function.

Benzene  
Carbon tetrachloride  
Chromium and compounds  
Lead and compounds  
Methyl Ethyl Ketone  
Methyl Isobutyl Ketone  
111 Trichloroethane (methyl chloroform)  
Xylenes (all)  
Cadmium and compounds  
Chloroform (trichloromethane)  
Mercury and compounds  
Methylene chloride  
Nickel and compounds  
Toluene  
Trichloroethylene  
Tetrachloroethylene  
Cyanide compounds (inc’l hydrogen cyanide)

- **Purchasing hazardous materials in small quantities;** avoid purchasing more of a hazardous product than needed. Buy only material GRCA is equipped to handle and can completely use in one year or less.
- **Recycling as much waste as possible;** reduce the amount of hazardous waste generated by recycling and reusing hazardous waste if possible, (i.e. solvent recycling, anti-freeze recycling, and waste oil recycling.)
- **Avoiding mixing non-hazardous and hazardous waste;** avoid putting non-hazardous cleaning agents or rags in the same containers as hazardous solvents, as the entire contents may become subject to hazardous waste regulation.

- **Avoiding mixing several different hazardous wastes;** mixing could create very dangerous chemical compounds and doing so can make recycling very difficult, if not impossible, or make disposal more expensive.
- **Avoiding spills or leaks of hazardous products;** the materials used to clean up such spills or leaks will also become hazardous waste.
- **Making certain original containers of hazardous products are completely empty;** use the entire product.

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## PROCEDURES

Hazardous waste will not be disposed of in dumpsters, septic systems, storm drains, washracks, oil-water separators, or landfills. Hazardous waste must be disposed of using a contract, administered by the Contracting Office.

**It is the responsibility of the division that generates or owns any hazardous material or waste to properly and accurately identify it, label it, have current MSDS sheets for it, properly inventory it, and expedite its storage and eventual disposal.**

### Identifying a Hazardous Waste

It is important to note the difference between hazardous waste and hazardous materials. Hazardous materials are useful products that exhibit characteristics such as ignitability, corrosiveness, reactivity, or toxicity. A hazardous material becomes a hazardous waste when it can no longer be used for

its intended purpose because it is contaminated, used, spent, beyond its shelf life, etc. The owner of the hazardous material is responsible for determining when that material can no longer be used and thus, when it becomes a hazardous waste.

Hazardous waste is any solid, liquid, or contained gaseous material that is no longer used or useable and could cause injury or death to humans, or damage and/or pollute the environment.

Materials become hazardous waste when they are no longer used and meet one of the following four conditions:

1. **The material exhibits a characteristic of a hazardous waste as defined in 40 CFR Sections 261.20 through 262.24: i.e., ignitability, corrosiveness, reactivity, or toxicity.**
  - Ignitable waste is that which is easily combustible or flammable, i.e. some paints, degreasers, or other solvents.
  - Corrosive waste is that which dissolves metals and other materials, or burns the skin, i.e. rust removers, acid or alkaline cleaning fluids, or battery acid.
  - Reactive waste is that which is unstable or undergoes rapid or violent chemical reactions with water or other materials, i.e. cyanide plating, bleaches, or other oxidizers.
  - Toxic waste is that which is tested and shows extraction procedures (EP) toxicity. Waste is EP toxic if an extract from the waste is tested and found to contain high concentrations of heavy metals (such

as mercury, cadmium or lead) or specific pesticides that could be released into the ground water.

- Examples of dangerous wastes include: discarded gasoline, oil-based paints, varnish, and solvent.
- Examples of extremely hazardous wastes include discarded paint containing lead, chrome or other heavy metals (including latex paint containing phenylmercuric acetate as a preservative.
- Examples of acutely hazardous waste are pesticide wastes such as dioxin waste or pentachlorophenol.

**2. The material is listed as hazardous in 40 CFR Sections 261.31 through 261.33**

**3. The material is a mixture containing a listed hazardous waste and a non-hazardous solid waste (unless the mixture is specifically excluded or no longer exhibits the characteristics of hazardous waste).**

**4. The material is not excluded from regulations as a hazardous waste.**

Hazardous materials that may become hazardous waste in the park include solvents, painting products, some lubricants, cleaners, degreasers, pesticides, wood preservatives, battery acid, herbicides, transformers containing PCBs and laboratory substances, etc.

Make sure your waste is hazardous before labeling and inventorying it for

storage and disposal. For example: expired oil based paints should be disposed of as a hazardous waste. On the other hand, most expired latex paint can be disposed of by:

- Applying excess paint to cardboard or other surface to let dry.
- Evaporating carrier, making sure paint is completely hardened and disposing as non-hazardous waste.

### **Labeling Requirements**

Division Chiefs or their designees will ensure that work project leaders under their supervision expedite labeling, tagging, or marking of all hazardous waste in their areas.

A hazardous waste label must be placed on all containers containing hazardous waste. This label must have the words "HAZARDOUS WASTE" on it, and the following information clearly stated:

1. Identification of waste contents, not the original product if reusing containers.
2. Generator identification and EPA I.D. #. (to be filled in by HWC)
3. Proper DOT shipping name.
4. Proper DOT identification number.
5. Proper U.S. EPA waste code number
6. Proper U.S. EPA hazard code
7. Date substance was first added.
8. Date when it becomes full.
9. Any safety precautions or warnings

NOTE: Hazardous waste labels will be available inside each storage building.

### **Special Labeling Requirements**



Used Oil: drums with used oil destined for recycling should be labeled **“Used Oil - Hold for Recycling.”**

Lead-acid batteries: spent lead-acid batteries should be labeled **“Lead-acid Batteries – Hold for Recycling.”**

### Inventory Requirements

Divisional inventories will designate what is considered to be hazardous waste, and what are usable hazardous materials. All inventory reports will be submitted to the HWC for comment. The original inventory report will then be filed in the HWC’s master file, and a copy of divisional inventories will be on file in each division.

Inventory of all toxic substances in the park will be completed and annually updated no later than August 31. The HWC will arrange and request this inventory from all park division chiefs or their designees. Divisional inventories shall be explicit in identification of chemical names, hazard labeling, storage containers, quantity, and location.

Hazardous Waste Storage buildings are located at Desert View, North Rim and South Rim and each area must have a master inventory of all hazardous waste stored in their building. The inventory documentation shall include.

1. Storage container size and location.
2. Product name.
3. First date of accumulation.
4. Total accumulated to date.
5. EPA hazard code.
6. Division disposing of the substance.
7. Account number paying for disposal.

Hazardous waste inventories will be reported to the Hazardous Waste Coordinator every sixty days, due on February 28, April 30, June 30, October 30, and December 31.

A summary report outlining the various hazardous materials used and stored at GRCA will be submitted annually to the following individuals or agencies:

- Park Safety Manager
- Assistant Superintendent, GRCA
- GRCA Emergency Services Branch
- Fred Harvey Fire and Safety

### Storage and Segregation Requirements

GRCA Hazardous Waste Storage buildings are located at Desert View, North Rim and South Rim. These buildings must be clearly marked with signs reading:

- **“DANGER – HAZARDOUS WASTE STORAGE AREA – AUTHORIZED PERSONNEL ONLY – NO SMOKING – NO STORAGE OF COMBUSTIBLE MATERIALS NEAR THIS BUILDING.”**
- Emergency telephone numbers of people/organizations to call in case of a spill or emergency. At a minimum, the sign should state **“IN CASE OF SPILL OR EMERGENCY, IMMEDIATELY CALL 911, DISPATCH.”**

Hazardous waste can be stored in 55-gallon drums, tanks, or other containers suitable for the type of waste generated. If a container is damaged or leaking, that container must be placed in a larger container which is in good condition.

Each container must be clearly labeled with a hazardous waste label, EPA hazardous waste code, and have an MSDS attached.

A Hazardous Waste Coordinator for each Hazardous Waste Storage building will be responsible for coordinating placement of hazardous waste in those buildings. All waste must be logged in at the Hazardous Waste Storage buildings at the time they are deposited and managed by the designated maintenance foreman. The log, located in the Hazard Waste Storage buildings, should contain the following:

1. Date deposited.
2. Type of waste
3. Quantity deposited
4. Type of container or which container the waste is deposited in.
5. Division the waste was generated by.
6. Account # for disposal billing.

Hazardous Waste Storage buildings will be secured (locked), and entrance limited to authorized personnel.

The following guidelines must be followed when storing hazardous waste.

1. All hazardous waste must be deposited through approval of the Hazardous Waste Coordinator.
2. All stored hazardous waste must be appropriately labeled.
3. A Material Safety Data Sheet (MSDS) should be attached to the container in which the waste is stored.

4. Containers with hazardous waste will be placed in designated hazardous waste storage buildings.
5. Containers will be kept in good condition, handled with care, and replaced if found to be leaking.
6. Containers will be kept closed except during transfer of waste to and from those containers.
7. Containers will not be used if the substance will cause rupture, leakage, corrosion, or other failure.
8. Flammable hazardous waste must be stored in accordance with National Fire Protection Association (NFPA) standards.
9. Different hazardous wastes shall not be stored in the same container where they can react together and cause fire, leaks, or other releases.
10. An MSDS shall be used to determine what personal protective equipment will be used when handling a hazardous waste or material. The recommended equipment will be provided on site and used.
11. Never mix different hazardous wastes together.
12. Never mix non-hazardous waste with hazardous waste.
13. Never store corrosives above any other hazardous waste.
14. Avoid spills or leaks of hazardous products. Materials used to clean up

a spill or a leak will also become hazardous waste.

15. Storage facilities must be well maintained and inspected for leaks and deterioration of containers on a weekly basis.

### **Disposal of Hazardous Waste**

A contractor shall remove all hazardous waste generated at GRCA from site.

All hazardous waste will be disposed of at an EPS and/or state approved disposal site within the time frame established by federal, state and local regulations. All contract handlers and haulers shall be approved or certified by federal, state, and local agencies.

All hazardous waste manifests, test results, and other records and reports required by federal, state and local regulations shall be maintained in official park files for no less than three years from the date of disposal or longer as required by current federal, state and local standards.

### **Disposal of Special Hazardous Items**

1. Radioactive materials or any material or combination of materials that voluntarily cause ionizing radiation, although not managed under hazardous waste regulation, must be intensely controlled. Contact the HWC/safety officer for details on handling and controlling ionizing and non-ionizing materials and equipment.
2. Most scrap metal is non-hazardous solid waste. The following items

cannot be processed as scrap and must be reported and disposed as hazardous waste since they may contain or be contaminated with oil, hydraulic fluid, fuel residue, lead deposits, PCB's or asbestos.

- Asbestos containing brake shoes or clutches
  - Mufflers and exhaust pipes
  - Hydraulic rams or hoses containing oils
  - Fuel tanks
  - Shock absorbers
3. Rags: oily and greasy rags must be cleaned. If contaminated beyond cleaning, dispose as a hazardous waste.
  4. Sweeping compound: if not contaminated, dispose of in the trash. If saturated or contaminated with a hazardous substance, report it as a hazardous waste.
  5. Oil and fuel filters: filters will be punctured, hot drained, crushed and sent out for scrap metal recovery. Transmission and fuel filters are to be thoroughly drained and discarded.
  6. Old refrigerators or freezers: freon must be removed and disposed of as hazardous waste before refrigerators and freezers can be removed from the park.

### **Disposal of Empty Containers**

1. Paint: All sizes of empty non-aerosol, enamel and lacquer paint containers will be left open, the paint allowed to dry thoroughly, and then discarded as trash. Containers are not considered empty when there is liquid covered by a "dry film".

## 2. Solvents and Thinners:

- a. Empty one-gallon or smaller containers will be left open to thoroughly dry and then disposed as trash.
- b. Empty containers over one gallon in size will be drained to less than 1 inch of residue, secured in hazardous waste shed, labeled with a hazardous waste label, an empty label, and reported as hazardous waste. For low turnover items, containers must be non-leaking and safe, and closed with an appropriate top, cap, or lid.

## 3. Oils and Greases:

- a. Empty one-gallon or smaller containers will be thoroughly drained into the waste oil tank or drum and then discarded as trash.
- b. Empty containers over one gallon in size will be handled as stated in 2.b. above.

## Transportation

Transportation of hazardous wastes at GRCA shall only be accomplished in strict accordance with the following:

1. Vehicles used to transport hazardous waste within Park boundary must meet DOT safety requirements.
2. Hazardous waste shall **not** be transported on any public highway/road, etc., except by a State of Arizona licensed hazardous waste hauler using a Uniform Hazardous

Waste Manifest. This includes S.R. 64.

3. Hazardous waste generated at GRCA may only be transported on government property by the generating personnel from the generation point to the approved hazardous waste storage buildings for that unit.
4. Generating units are responsible for arranging the loading and transportation of hazardous waste.
5. Hazardous wastes will be secured during transportation to avoid spills.
6. All containers shall be transported in an upright position.
7. Incompatible wastes such as acids and flammables will **not** be transported on the same vehicle.

## TRAINING

Federal and state law requires that all personnel managing or handling hazardous waste must be trained, either through classroom instruction or on-the-job training, to respond to emergencies, protect the environment, and properly handle and dispose of hazardous waste.

Each person handling or managing hazardous waste must complete a minimum of 24 hours of introductory training and 8 hours of annual update training. The introductory training must be completed within six months of the date the employee begins his or her job of handling hazardous waste.

Hazardous waste managers and handlers will update their training annually by completing an 8-hour hazardous toxic waste refresher training course.

Each division will develop a program to train its hazardous waste handlers. All instances of training must be documented and the following records kept on site:

1. Job title, job description, and amount and type of training to be completed by each position involved in managing or handling hazardous waste.
2. Names of the employee(s) filling each position and records that document the actual training completed by each person. A roster will be prepared containing the name, job position, and date training was conducted.

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### **ORDERING HAZARDOUS WASTE MANAGEMENT MATERIALS**

Divisions and units are responsible for ordering and obtaining all hazardous waste management materials necessary to operate in full compliance with all pertinent laws and regulations and this document.

The Warehouse will stock labels, overpack drums, and absorbent for purchase.

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### **FUNDING**

The management, transportation, and disposal of hazardous waste is quite

costly. Disposal costs can range from \$50 to \$5,000 per gallon. Unidentified hazardous wastes are the most costly to dispose of.

The generation of hazardous waste is directly related to the operations of the generating division or unit. Accordingly, all disposal costs shall be funded by the generating division or unit. The costs of the disposal of hazardous waste must be considered during budget formulation and project development.

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### **EMERGENCY RESPONSE**

Any response to an incident involving a hazardous materials spill can be described in four different phases:

1. Phase 1: discovery and notification.
2. Phase 2: on scene coordinator conducts a preliminary assessment.
3. Phase 3: containment, cleanup, recovery and disposal activities required to gain control of the spill and limit injury to the environment.
4. Phase 4: litigation.

Due to the nature of the operation and the quantity of wastes in the park at any one given time, there is little potential for a major environmental emergency. However, there is always the potential for flammables to cause a fire or explosion or for toxic or corrosive waste to harm the personnel handling it. If an unplanned release occurs, the basic strategy is to contain and absorb the waste, then transfer the absorbent and waste to an appropriate container.

However, the first priority will be protection of personnel present. If personnel should come into contact with waste and become injured, they should be treated as appropriate for the waste's hazardous characteristics.

Basic guidance in response will be from the GRCA Hazardous Materials Spill Contingency Plan. Dispatch or the nearest Protection Ranger will be notified of any spill. The On Scene Coordinator will be notified and assign the Incident Commander for the containment and cleanup operations. Dispatch will notify the Safety Manager and the HWC.

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## **RESPONSE TO DISCOVERING HAZARDOUS MATERIALS IN THE FIELD**

Employees will be trained on how to respond to discovering unknown hazardous materials, such as drums, cylinders, canisters, sacks, or material in piles of solid, pools of liquid, or clouds of gases.

### **General procedures when hazardous materials are discovered:**

1. Personal safety must be the first consideration of an employee making a discovery. Treat an unidentified substance as hazardous. Do not presume that it is safe.
2. Remain a safe distance from the suspect material. Do not smell or taste material.
3. If smoke or vapors are present, stay upwind of the site, if possible.

4. Do not open or move any container. In particular, do not handle the material, breathe the vapors, or make contact with the materials.
  5. Do not collect samples of unknown materials.
  6. If contact with suspected hazardous materials is made, the exposed person should seek medical assistance immediately or emergency first aid should be administered if necessary.
  7. From a safe distance, attempt to determine and record as many of the following items as possible:
    - Nature of suspected materials (gas, solid, liquid, color, odor, etc.):
    - Type of containers
    - Evidence of leakage from containers
    - Approximate number of containers
    - Any potential identifying markings on containers (company name, serial number, signs)
    - Location of the site as precisely as possible
    - Evidence of dead plants or animals around or near the site
  8. Make notification as soon as possible.
-

## **ADDITIONAL ELEMENTS OF HAZARDOUS WASTE PROGRAMS**

### **Concession Operations**

- Concessions and other cooperators (i.e. APS, US West, etc.) at GRCA must be in compliance with all federal, state, and county laws, regulations, and guidelines for the prevention, control, and abatement of environmental pollution.
- Concessionaires are required by OSHA to train their employees in the same manner as the National Park Service.
- The concessionaires will be responsible to properly manage and account for the disposal of their hazardous wastes according to state and federal regulations.
- They will be subject to periodic review by the Safety Manager and the HWC of their product inventory, MSDS collection, and tailgate safety sessions to assure compliance with regulations.
- They will be required to annually complete the Hazardous Waste Management Checklist and return it to the park. The concessionaire must prepare spill plans and submit them to both the state and the park.

### **Contractor Exposure**

Potential for toxic or hazardous exposure by non-NPS employees doing work on government property should be clearly articulated in pre-construction conferences and/or written into the contract specifications. The Contracting

Officer Representative (COR) or authorized Project Inspector should monitor proper execution of the job from start to finish. This role should include monitoring proper disposal of all hazardous wastes. The Safety Manager or HWC should be contacted if assistance is needed.

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## **CONCLUDING COMMENTS**

Good hazardous waste management can be thought of simply as using “good housekeeping” practices such as: using and reusing material as much as possible; recycling or reclaiming waste; treating waste to reduce its hazards; and most importantly, reducing the amount of waste generated. Reducing the amount of hazardous waste means saving money on raw materials and reducing the costs to GRCA for the management and disposal of the hazardous waste generated. The ability to understand the role that hazardous waste management plays within the National Park Service should be a concern for all park personnel, regardless of their specific job duties. This point cannot be overstated, because only when all NPS employees are cognizant of our mission – to conserve, preserve, and protect our natural, historical and culturally significant resources for ourselves and future generations – can we ensure their lasting support. This awareness coupled with a systematic hazardous materials inventory and control program, is the essence of the GRCA Hazardous Waste Management Plan.

Appendix 21  
Community Recreation Center Special Use Permit



UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service

Special Use Permit

Name of Use COMMUNITY RECREATION CENTER

Date Permit Reviewed 19 \_\_\_\_\_  
Reviewed 19 \_\_\_\_\_  
Reviewed 19 \_\_\_\_\_  
Expires 19 98 31 DEC

Long Term XXX

Short Term \_\_\_\_\_

Permit # IMR GRCA 5300 9001  
Region Park Type No #

GRAND CANYON NATIONAL PARK  
Name of Area

AMFAC RESORTS, LLC, dba P.O. Box 699  
GRAND CANYON NATIONAL PARK LODGES of Grand Canyon, Arizona 86023 (520) 638-2631  
Name or Permittee Address Phone

is hereby authorized during the period from (Time \_\_\_\_\_ day 01 Month OCT 1998), through (Time \_\_\_\_\_  
day 31 Month DEC 1998), to use the following described land or facilities in the above named area:

SEE ATTACHED (SECTION 10)

For the purpose(s) of: OPERATING COMMUNITY RECREATION FACILITIES AND SERVICES

Authorizing legislation or other authority (RE- NPS-53 Appendix 1): 36 CFR 5.3 (BUSINESS OPERATIONS)

NEPA Compliance: CATEGORICALLY EXCLUDED XXX EA/FONSI \_\_\_\_\_ EIS \_\_\_\_\_ OTHER APPROVED PLANS \_\_\_\_\_

PERFORMANCE BOND: Required \_\_\_\_\_ Not Required XXX Amount \$ \_\_\_\_\_

LIABILITY INSURANCE: Required XXX Not Required \_\_\_\_\_ Amount \$ SEE ATTACHED (SECTION 14)

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate  
to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of \$ WAIVED.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed  
or implied herein.

PERMITTEE B. J. L. T. 12/4/98  
Signature Date

Authorizing Official [Signature] Deputy SpT 12/14/98  
Signature Superintendent Date

Additional Authorizing Official \_\_\_\_\_  
(If Required) Signature Title Date

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.

2. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.

5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

6. The permittee is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [Re: 38 CFR 2.32 (4)].

7. Permittee will comply with applicable public health and sanitation standards and codes.

8. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

**NONDISCRIMINATION.** If use of the resource covered by their permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

(a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Permittee's noncompliance with the non-discrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of labor, or as otherwise provided by law.

(g) The permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

CONTINUATION OF CONDITIONS OF SPECIAL USE PERMIT NO. IMR-GRCA-5300-9001

9. This Special Use Permit (SUP) is made between the National Park Service, acting through the Superintendent of Grand Canyon National Park and his duly authorized representatives (NPS), and AmFac Resorts, LLC, dba Grand Canyon National Park Lodges (Permittee).

A. This SUP supersedes and cancels SUP SP-8210-5-0006, which was effective from January 1, 1985, through December 31, 2000.

*Contract*  
*Opplan*  
B. The Permittee shall work in conjunction with the Grand Canyon Community Recreation Program, Inc. (a nonprofit corporation organized in 1996 exclusively for charitable, educational, and scientific purposes, and specifically for the encouragement of recreational activities for the Grand Canyon community), through its Board of Directors (Board) to provide community recreational facilities and service. To that end, the Permittee may enter into such supplemental agreements with the Board as serve the mutual interests and needs of the Permittee and the Board which are not in conflict with the provisions of this SUP. Any such agreements shall be reviewed and approved by the NPS prior to finalization by the parties thereto, with fully executed copies provided to the NPS.

C. Pursuant to the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208 (September 30, 1996), Division A, Title I, Department of the Interior, National Park Service, Administrative Provisions,

"The National Park Service may in fiscal year 1997 and thereafter enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to 31 U.S.C. 6305 to carry out public purposes of National Park Service programs."

To this end, the NPS may enter into such cooperative agreements with the Permittee or the Board as may be mutually agreed upon, for the purpose of carrying out the provisions of this SUP.

10. NPS-owned real property assigned to the Permittee pursuant to this SUP for use in conducting authorized operations consists of the following.

*Land*  
*Assy*  
A. The Community Recreation Center Building (Recreation Center Building), including its parking lot, sidewalks, curbs, street lights, and surrounding grounds and facilities, as generally depicted on the land assignment map attached hereto and made a part hereof (Attachment 1).

B. The NPS will not charge the Permittee rent for the use and occupancy of the assigned real property assigned in Section 10.A hereof.

*maintenance*  
11. The NPS will provide at no cost to the Permittee utility services (water, sewer, garbage collection, gas, and electricity) for the Recreation Center Building assigned to the Permittee pursuant to Section 10.A. hereof. Additional utility services not provided by the NPS, such as fax, telephone, cable television, photocopying, etc., may be procured directly from vendors at the expense of the Permittee.

12. The NPS will be responsible for major maintenance of NPS-owned real property and associated infrastructure assigned in Section 10.A. hereof. The Permittee will be responsible for day-to-day maintenance and housekeeping of NPS-owned real property and associated infrastructure assigned in Section 10.A. hereof.

A. "Major maintenance" is defined as maintenance to correct, through repair

or replacement, failures or breakdowns of utility and other systems, facilities, equipment, structures, and grounds (both in or on the structures and leading to the structures) which become necessary through normal wear and tear, obsolescence, damage (but not damage due to gross or operational negligence), or upon completion of normal life expectancy, including but not limited to replacement of valves and electric motors, light fixtures (including light bulbs in the parking lot street lights), hardware, plumbing fixtures, roofs, concrete, floor coverings, blinds, capital equipment (such as HVAC equipment), repainting after expiration of the normal life of the paint, repair of storm damage (to the extent not covered by insurance, as required in Section 14 hereof), and snowplowing the parking lot of the Recreation Center Building.

- B. "Day-to-day maintenance" is defined as normal or routine cyclic or preventive maintenance or servicing of electric motors, cleaning of sink traps, replacement of light bulbs, rubber gaskets, and other small parts of valves and plumbing fixtures, normal roof upkeep, such as repair of minor leaks, cleaning of rain gutters, and removal of accumulated debris that might trap water, spot painting of areas chipped through daily use, replacement of cracked or broken window glass, cleaning or servicing of equipment, daily janitorial activities, litter control, grounds maintenance, and snow removal from sidewalks of the Recreation Center Building.
- C. It is recognized that absolute, all-inclusive definitions of major and day-to-day maintenance are difficult to make and open to some degree of interpretation. The Permittee and the NPS will discuss differences in interpretation that may arise. The NPS will make a final determination of responsibility in any disputed case, consistent with Sections 12.A. and 12.B. above.

13. All furnishings, fixtures, equipment, and other property personalty in nature (FFE) existing in the Recreation Center Building at the inception of this SUP, which were provided by or through the Permittee in the course of constructing and furnishing the Recreation Center Building, are the property of the NPS, and are made available for use by the Permittee, including both accountable government property and other expendable property. Accountable government property must be returned to the NPS for disposition if it is not needed or wanted for any reason. Expendable property is expected to wear out or be consumed in the course of normal use, and, where applicable, should be returned to the NPS for disposition upon obsolescence, breakage, etc. The NPS will not be responsible for replacement of either accountable government property or expendable property. A complete inventory of FFE, including accountable government property and expendable government property furnished at the inception of the SUP, will be provided by the Permittee to the NPS, and will be attached hereto and made a part hereof as though originally attached (Attachment 2).

14. The Permittee will carry property, liability, and other insurance coverages appropriate to the operation of a community recreation center, conforming to at least the minimum coverage requirements established below.

- A. INDEMNIFICATION. The Permittee shall save, hold harmless, defend, and indemnify the United States of America, its agents, and employees for losses, damages, or judgements and expenses on account of fire or other peril, bodily injury, death, or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Permittee, its employees, subcontractors, or agents under this SUP. The types and amounts of insurance coverage purchased by the Permittee shall be approved by the NPS. The Permittee shall provide the NPS with Certificates of Insurance or other evidence of insurance coverage at the inception of this SUP, and annually thereafter, and shall provide the

Assigned  
govt  
pers  
prop  
Contract

Covered -  
ins -  
OK



NPS thirty (30) days' advance written notice of any material change in the Permittee's insurance program hereunder. The NPS shall not be responsible for any omissions or inadequacies of insurance types or amounts if such prove inadequate or insufficient for any reason whatsoever.

- covered,  
need Dennis  
to do  
estimate*
- B. PROPERTY INSURANCE. The Permittee shall, at its expense, secure and maintain for the Recreation Center Building and its contents fire, extended coverage, and other perils insurance, of at least \$1,000,000, such as would be necessary to repair or replace the Recreation Center Building and its associated infrastructure as assigned in Section 10.A. hereof and all of its contents so as to enable the Permittee to continue to satisfactorily discharge its authorized operations hereunder. If needed during the term of the SUP, insurance types or coverages shall be adjusted or modified by the Permittee to assure full coverage of the assigned real and personal property described herein. Such insurance shall provide for the United States of America and the Permittee to be named insureds as their interests may appear. Insurance provisions respecting "same site" replacement shall be waived. The insurance policy shall contain a loss payable clause which provides that insurance proceeds shall be paid directly to the Permittee without requiring endorsement by the United States of America. The insurance proceeds are the property of the NPS, and their use by the Permittee to repair, rebuild, restore, or replace the Recreation Center Building and its associated infrastructure and contents as directed by the NPS will not create any interest of any kind in any such real or personal property on behalf of the Permittee.

- done*
- C. LIABILITY INSURANCE. The Permittee shall, at its expense, secure and maintain comprehensive general liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the operations authorized herein. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of the operations authorized herein, but in any event the limits of liability shall not be less than \$1,000,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per-occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy in addition to the comprehensive general liability policy may be used to achieve the required limits. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America, or shall provide that the United States of America is named as an additional insured. As conditions in the insurance industry warrant, the NPS reserves the right to review and revise the minimum liability limits. The Permittee shall provide statutory worker's compensation and employer's liability as required by the State of Arizona. The Permittee shall also provide, in at least the limits set forth above for comprehensive general liability insurance, such other coverages as may be customary among community recreation center providers under comparable circumstances. Fire damage legal liability insurance is also recommended for the Community Recreation Center.

*operating  
plan*

15. The NPS reserves the right to determine and control the nature, type, and quality of services to be provided at the Community recreation Center. Operations conducted hereunder shall be in compliance with all applicable laws, regulations, and policies relating to Grand Canyon National Park, whether now in force or hereafter enacted or promulgated.

16. The NPS shall have the right at any time to enter upon the real property assigned in Section 10.A. hereof for any purpose it deems necessary for the administration of its responsibilities in Grand Canyon National Park.

- Boundary to but excluding edge of pavement
- Closure boundary lines as defined
- Parking lot light standard (3)

LINE TO BUT EXCLUDING  
PAVEMENT EDGE

LINE TO BUT EXCLUDING TOE OF SLOPE

LINE PARALLEL TO BUILDING WALL  
AND PASSING THROUGH CENTER OF  
PONDEROSA  
TRUNK AT  
GROUND LEVEL

LINE FROM CORNER OF PARKING  
SPACE TANGENT TO TRAFFIC  
ISLAND AS SHOWN

TO BUT EXCLUDING  
PAVEMENT EDGE

DAY  
CARE

BOUNDARY AT BUT  
EXCLUDING TREE LINE

CLOSURE LINE PERPENDICULAR  
TO ROAD EDGE AND PASSING  
THROUGH POINT AT WHICH TREE  
LINE INTERSECTS ROADWAY

BOUNDARY PONDEROSA

ALBRIGHT APTS

ALBRIGHT

AVENUE

6932.0

6925

6922.0

E 6935.000

6922.5

6925

6923.0

6914.0

Grand Canyon Community Recreation Inventory

Item	Room	Description	Supplier	Date of Purch	Value @
Piano Bench	Social Room	Beach w/hutch	Amfac F&B		
Piano	Social Room	Upright Piano	Amfac F&B		
Plants	Throughout	Assortment	Folage Unlimited		
Chair	Social Room	Cushioned Blue Chairs	Amfac F&B		
Cart	Multi-Purpose	Push Cart	McMaster-Carr		
Shirts	Multi-Purpose	Staff Shirts	Cheap Clothes		
Heater	Multi-Purpose	Portable Gas Heaters	McMaster-Carr		
Clock	Multi-Purpose	Assortment Wall Clock	Godons		
Projection Screen	Multi-Purpose	Remote Screen	Amfac H/R		
Garbage Pale	Throughout	Various Sizes	Gordons		
Office Supplies	Throughout	Various	Various		
Sheets	Art	Assorted Bed Sheets	Amfac - Rooms		
PC	Office	Basic Computer Sys	Corporate Express	8/27/96	\$ 1,578.00
Printer	Office	HP LaserJet	Corporate Express	8/27/96	\$ 891.00
Typewriter	Front Desk	Smith-Corona 02000	Mountain Cash Register	\$ 299.99	
Sports Equipment	Front Desk	Various Sizes	Various		
F&B Signs	Front Desk	Food Descriptions	Amfac H/R		
Coffee Maker	Front Desk	Shamrock Dipper	Shamrock Foods		
Kitchen Supplies	Kitchen	Various	Various		
Baskets	Front Desk	Wicker Baskets			
Blender	Front Desk				
First Aid Station	Front Desk	General Stations	EcoLab		
Video Cabinet	Front Desk	Personal Construction	Amfac Engineering		
Stool Front Desk					
Stereo	Office	Stereo System	Clear Aire Audio		
ID Holder	Weight Room	Personal Construction	Amfac Engineering		
Rack	Throughout	Magazine Rack			
Cubicles	Weight Room	Personal Construction	Amfac Engineering		
Change	Machine Lobby	\$150 Quarter Machine	Vending		
Area Rugs	Throughout		Canyon Carpet Cleaners		
Welcome Mats	Throughout		NRPA		
Photocopy	Machine Storage	Xerox Compact Copier	Xerographics	8/19/96	\$ 1,885.00
Fencing	Disposed	500'	American Fence		\$ 1,165.00
Desk	Social Room	50' Wood Desk	This End Up	4/22/96	\$ 339.15
Chair	Social Room	Desk Chair	This End Up		
Table	Throughout	(3) Cocktail Table	This End Up	4/22/96	\$ 456.45
Table	Throughout	(1) Storage Table	This End Up	4/22/96	\$ 220.15

# Grand Canyon Community Recreation Inventory

Lamp	Throughout	(4) Floor Lamp	This End Up	4/22/96	\$ 0
Cushion	Throughout	(8) Large Bench Cush	This End Up	4/26/96	\$ .20
Bench	Throughout	(8) Large Bench	This End Up	4/22/96	\$ 945.20
Ottoman	Throughout	(6) Ottoman w. Cush	This End Up	4/22/96	\$ 795.60
Bookshelf	Throughout	(2) Large Bookshelf	This End Up	4/22/96	\$ 474.30
Chair	Throughout	(16) Dining Chairs	This End Up	4/22/96	\$ 1,849.60
Chair	Throughout	(20) Chairs w/Cush	This End Up	4/26/96	\$ 3,598.00
Mirror	Multi-Purpose		Gradiner's Interiors		
Metal Basketball Hoop	Multi-Purpose				
Large Screen Television	TV Lounge	PVR4660 - 46"	Zenith Commercial	5/30/96	\$ 1,533.00
Banquet Tables	General	10 - 30"X96"	Shamrock Foods	6/14/96	\$ 1,030.00
Stackable Chairs	Storage	100 - Plastic Burgundy	Shamrock Foods	6/14/96	\$ 2,300.00
Mobil Table Truck	Storage	Mobil Table Truck	Shamrock Foods	6/15/96	\$ 158.00
Horse Shoes	Front Desk				
Horse Shoe Stakes	Front Desk				
Coverings	Throughout	Window & Door Cov.	Gradiner's Interiors	5/27/96	\$ 1,466.00
Paper Towel Dispenser	Front Desk				
Ping Pong Table	Lobby				
Couch	Throughout	(6) Love Seat	This End Up	4/22/96	\$ 1,535.61
Couch	Throughout	(3) Sofas	This End Up	4/22/96	\$ 1,455.00
Wall Mirrors Weight Room					
Refrigerator	Kitchen	Traulsen Refrigerator	Shamrock Foods	6/10/96	\$ 1,873.00
Freezer	Kitchen	Traulsen Freezer	Shamrock Foods	6/10/96	\$ 2,048.00
Microwave	Lobby	(2) Amana Microwave	Shamrock Foods	6/10/96	\$ 595.08
Telephone	Disposed	(1) Bell Cordless Phone	Gordons	8/9/96	\$ 63.12



# Grand Canyon Community Recreation Inventory

Item	Room	Description	Supplier	Date of Purch	Value @
PC	Office/Front Desk	Computer System	Midwest Micro		
PC	Lab	(4) Computer Systems	Various - Tech Ctr		
Surveillance System	Throughout	Camera and Monitor	Telediget		
Desk	Lab	(3) Computer Desks	Corporate Express		
Chair	Lab	(4) Computer Chairs	Corporate Express		
Stereo	Multi-Purpose Room	Audio System	Radio Shack		
BOB	Multi-Purpose Room	Upright Punching Bag	Fitness Source		
Stereo	Multi-Purpose Room	Bom Box	Wal-Mart		
Projectors	Multi-Purpose Room	16mm Film Projectors	Yellowston Recreation		\$ 400.00
Safe	Office/Front Desk	Money Safe	Corporate Express		
Modeling Tools	Art		Dick Blick Art Splys		
Videos	Office/Front Desk	Various			
Sports Equipment	Office/Front Desk	Various	Various		
Fireplace Kit	Lobby	Fireplace Kit	Home Alternatives		
Snickers Holder	Office/Front Desk				
ID System	Office/Front Desk	Photo ID System	Corporate Express		
Register	Office/Front Desk	General	ountain Cash Register		
Stamps	Office/Front Desk	Kokopelli Ink Stamps	Kinkos		
Printer	Office/Front Desk	HP LaserJet	Techknowledgy Center		
Bingo	Office/Front Desk				
Stepper	Weight Room	Star Trac	Fitness Source		
Stationary Bike	Weight Room	Star Trac 4400 Bike			
Stationary Bike	Weight Room	Star Trac 4300 Bike			
Elliptical Edge	Weight Room	Star Trac Elliptical Mach			
Treadmill	Weight Room	Star Trac 4500 Treadmill			
Treadmill	Weight Room	Star Trac 400 Treadmill			
Ab Roller	Weight Room	200#	Johny Gibson Gym		
Smith Machine	Weight Room	Weight Cage	Fitness Source		
Fan	Weight Room	Wall Mount Osc. Fans	McMaster-Carr		
Workout Suggestion Posters					
Welcome Mat					
Cardio Machine Mats	Weight Room				
Weight Equipment	Weight Room	Misc.	Fitness Source		
Hardware for Freeweights	Weight Room	Multi Weights	Fitness Source		
Flat Incline Bench	Weight Room		Fitness Source		
Ankle Straps	Weight Room		Fitness Source		
Vertical Butterfly	Weight Room		Fitness Source		

Grand Canyon Community Recreation Inventory

Dumbbell Rack for Hex & Solid Weight Room

Fitness Source  
Fitness Source

Grand Canyon Community Recreation Inventory

Item	Room	Description	Supplier	Date of Purch	Value @
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# Grand Canyon Community Recreation Inventory

Item	Room	Description	Supplier	Date of Purch	Value @
Podium	Social Room	Table-top Podium	Babbitts Gen. Store		
Games	Throughout	Assorted Board Games	Various		
Maps	Social Room	Wall Maps	Babbitts Gen. Store		
Steps	Social Room	Aerobic Steps	Leslie Baker		
Weight Training Gloves	Front Desk				
Posters	Weight Room	Various	Fitness Source		
Water Bottles	Storage	Water Bottles	Samaritan H. S.		
Assorted Trophies	Lobby	Various	Various		
Helium Tank	Storage	Refillable Helium Tank	Amfac		
Framed Pictures	Throughout	Various	Frank Weatherby		
Speed Bag	Muli-Purpose	Wall Mount Speed Bag	GC Athletic Club		
Basketball Hoop	Storage	Speed Game	Babbitts Gen. Store		
Dolly	Storage	Hand Truck	Babbitts Gen. Store		
Mats	Storage	Tumbling Mats	Samaritan H. S.		
Arm/Ankle Weights	Weight Room	Various Weights	Leslie Baker		
Hand Weights	Weight Room	Various Weights	Lesie Baker		
Dry Erase Board	Throughout	Various Sizes	Infomagic		
Photography Supplies	Art	Developing Supplies	Amfac		
Fish Tank	Office	60 gal Tank w/ Supplies	Chrysal Amr		
Surveillance Monitor Stand	Office	Wall Mount Stand	Amfac - F&S		
Cards	Front Desk	Playing Cards	Vegas Casinos		
Toaster Oven	Front Desk	Toaster Oven	Barry Jeskewich		
Kitchen Supplies	Front Desk	Various	Various		
Appreciation Plaque	Lobby				
Appreciation Plaque	Lobby				
Assorted Trophies	Lobby	Various	Various		
Ride Board	Lobby	Ride Board	Board		
Trophy Case	Lobby	Glass Trophy Case	Amfac - F&B		
Vertical Knee Raise	Weight Room		Fitness Source		
Ab Machine	Weight Room		Fitness Source		
Lat-Row 700	Weight Room		Fitness Source		
Cable Cross Over	Weight Room		Fitness Source		
Leg Press	Weight Room		Fitness Source		
Power Rack	Weight Room		Fitness Source		
Preacher Curl Bench	Weight Room		Fitness Source		
Chest Press	Weight Room		Fitness Source		
Leg Extension	Weight Room		Fitness Source		

## Grand Canyon Community Recreation Inventory

Leg Curl	Weight Room	Fitness Source
Black Bench Mats	Weight Room	Fitness Source
Plates	Weight Room	Fitness Source
Plate Holder	Weight Room	Fitness Source
Plate Holder With Bar Racks	Weight Room	Fitness Source
Curl Bar	Weight Room	Fitness Source
Straight Bar	Weight Room	Fitness Source
Flat Bar	Weight Room	Fitness Source
Hollow Bar	Weight Room	Fitness Source
Squat Bar Pad	Weight Room	Fitness Source
Fixed Dumbbell	Weight Room	Fitness Source
Solid Dumbbell	Weight Room	Fitness Source
Hex Dumbbell	Weight Room	Fitness Source
Flat Bench	Weight Room	Fitness Source
Multipurpose Bench	Weight Room	Fitness Source
Spring Lock Collar	Weight Room	Fitness Source
Tricep Bar	Weight Room	Fitness Source
Padded Tricep Bar	Weight Room	Fitness Source
Tricep Rope	Weight Room	Fitness Source
Pulley Handle	Weight Room	Fitness Source
Revolving Straight Bar	Weight Room	Fitness Source
Leather Ankle Strap	Weight Room	Fitness Source

Appendix 22  
Special Rules for Management and Operation of Concessioner Operated Trailer Villages



# United States Department of the Interior

NATIONAL PARK SERVICE  
Grand Canyon National Park  
P.O. Box 129  
Grand Canyon, Arizona 86023-0129

IN REPLY REFER TO:

(GRCA-8214)

## SPECIAL RULES FOR MANAGEMENT AND OPERATION OF CONCESSIONER OPERATED TRAILER VILLAGES GRAND CANYON NATIONAL PARK

September 15, 1990

The following Special Rules shall govern the management and operation of all concessioner operated trailer parks, villages, or sites within Grand Canyon National Park. Each concessioner providing this service shall abide by these Special Rules, and shall be responsible for compliance with all rules and regulations established by the Federal, State, and County codes and ordinances governing the jurisdiction in which the trailer village is situated, as well as jointly enforcing the provisions contained therein with the National Park Service.

### 1. Eligibility for Residency

Trailer site leases for residential purposes are restricted to persons whose primary source of employment is through the National Park Service or concessioners within the park. All authorizations for residential occupancy of Trailer Village and Pinyon Park, except for persons whose primary employment (as defined below) is with Fred Harvey Company or the National Park Service, should be submitted in writing to the Superintendent's office for review prior to final acceptance by the Company.

Employment will constitute "primary employment" when it is a minimum of 32 hours per week or a minimum of 64 hours in a two-week period, on a constant and recurring basis. Such employment may be with the National Park Service and/or with one or more concessioners within the park who are providing visitor services under concessions contracts, permits, or special use permits approved by the Superintendent.

### 2. Restrictions on Rental Use

No mobile home may be rented or sublet to a second party. Only concessioners and the National Park Service may utilize trailers as dormitory units. Otherwise, only one (1) trailer per site, one (1) family per site, and one (1) site per family is permitted.

Concessioners, other permitted cooperators, and the National Park Service may own trailers and rent them to employees. Private individuals may not own trailers for rental or dormitory purposes in the park.

### 3. Trailer Site Rentals

The Superintendent has the prerogative of issuing special authorization to provide for immediate site rental to mitigate exigent circumstances. This method will be used only where the normal process of site rentals would not solve immediate critical problems.

No long-term trailer site shall be rented to any person whose trailer does not conform to these Special Rules and applicable Federal, State, and County codes, ordinances, and regulations, unless the trailer can be and is brought into conformity prior to the rental or rental renewal of the site. Long-term trailer sites may be rented only for residential trailer usage. All trailers so accommodated must have complete bathroom facilities (sink, toilet, shower/tub) in working order.

Trailer site occupancy for residential use shall be leased or rented for a maximum period of one (1) year, which may be renewed upon submission of proof of continued employment, or for the length of contract for employment. Trailer sites will be vacated within ten (10) days after termination of employment.

### 4. Site Numbers

Each trailer site shall be designated by the concessioner by a number installed on the site. All site identification holders and numbers within a particular trailer village shall be uniform size and design, and shall be approved in advance by the Superintendent.

### 5. Order of Rental

Concessioner operated trailer sites in Grand Canyon National Park will be leased in an equitable manner on a priority first-come, first-served basis. The one exception to this rule is described in Section 3 above.

Waiting lists for trailer villages will be established for eligible persons seeking to rent a trailer site. The waiting lists will have a numerical priority order according to date and signatures of those requesting a site. The normal procedure for getting placement on the waiting list is:

- a. Show proof of eligibility to reside in the park;
- b. Physically sign and date the waiting list;
- c. When possible, indicate type, size, and year of trailer to be moved on site. Where circumstances preclude (b) above, and accepting an employment offer may be contingent upon obtaining a trailer site, a letter giving the information described above (a and c) will be accepted twenty-one (21) days in advance of intended occupancy.



Site rentals will occur only if the vacant sites can safely accommodate the trailer size to be moved in. A "first priority" person on the waiting list who is denied a site for this reason will maintain their position on the waiting list until a site is vacant that will safely accommodate their trailer. Persons may be on more than one waiting list simultaneously.

Separate waiting lists will be maintained by the Fred Harvey Housing Manager for large and small sites. Both lists will be renewed every six (6) months, beginning the first business day on or after May 1 and November 1 each year. It is not the concessioner's responsibility to notify persons of the renewal dates. The priority listing will be maintained from the "old" list to the "new" list, should the same persons reapply within the first fourteen (14) days of the six (6) month renewal period. New applicants will be added on a first-come, first-served basis.

When notified of site availability potential occupants must furnish written proof of intent to purchase a trailer within 14 days. Proof of intent shall be a signed contract with an authorized dealer or individual. If no proof of intent to purchase is presented, or if the potential occupant already owns the trailer, then the trailer shall be on-site within 21 days. If these conditions cannot be met within the specified time frame the site shall be forfeited and the position on the waiting list may be retained.

The term "Large Site" shall refer to those sites in Pinyon Park and Trailer Village which will accommodate trailers fifty (50) feet or longer. No trailer smaller than fifty (50) feet in length shall be permitted on any so designated site.

#### 6. Spacing and Trailer Size

No trailer shall be placed on any trailer site where there are less than fifteen (15) feet (in Trailer Village) or twenty (20) feet (in Pinyon Park) in every direction between such trailer and any additions thereto or any other trailer and additions to it. Awnings and eaves, however, may intrude into a required separation not more than two (2) feet. At least five (5) feet shall be maintained between each trailer and any property line and/or roadway adjacent to it.

Concessioners will not accept for occupancy within long-term sections of the trailer villages any doublewide or tip-out trailers unless previously approved by the Superintendent. Triple-wide trailers and modular houses are not permitted. The Pinyon Park minimum trailer length will be thirty-five (35) feet, and maximum trailer length will be seventy (70) feet. Trailer lengths in Trailer Village will be determined on a site-by-site basis.

The trailer and accessory buildings will not occupy more than 75 percent of the designated area.

Trailer Village: All trailers shall be positioned on the trailer site so that they are parallel to the concrete curbing protecting the service utilities.

Pinyon Park and Trailer Village: All trailers shall be positioned on the trailer site so that no sewer lines will run along the ground more than three (3) feet.

## 7. Condition of Trailer

The exterior and interior of trailers must be in good repair, meet site maintenance requirements (Section 8), and meet all Federal, State, and County codes, ordinances, and regulations applicable at the time of the rental or subsequent rental renewal. As a general rule trailers 15 years or older will not be considered for site rentals.

All trailers or mobile homes must have at least one smoke detector in good working order that conforms to the National Fire Protection Agency Uniform Fire Code and Arizona State Law Specifications. The Concessioner reserves the right to inspect the interior of the trailer upon arrival and on a regular basis for such appliances providing reasonable notice is given to residents.

## 8. Site Maintenance

It shall be the responsibility of the tenant to maintain the trailer site in a clean, neat, and sanitary manner at all times. No combustible or noncombustible debris or refuse shall be allowed on any trailer site or in any space beneath a trailer. It shall be the responsibility of the concessioner to keep the trailer villages free of weeds, dry brush, rock fire rings, and other items which may tend to induce a fire hazard.

## 9. Landscaping

Planting or landscaping is permitted provided it is approved in advance in writing by the Superintendent. Planting or landscaping must meet the following criteria:

- a. Planting or landscaping shall not be done in front of a trailer if doing so hinders or prevents the attachment of trucks, tractors, or other towing vehicles to its hitching device, and obstructs the trailer's ready removal from the trailer site.
- b. Screen or intersection planting shall not create visual or other hazards for vehicle movement within the trailer village.
- c. Anything permanently planted on a trailer site shall not be removed without the prior written approval of the Superintendent.
- d. Planting or landscaping shall not alter the natural terrain of a trailer site, or represent an impediment to its normal drainage pattern, and must adhere and conform to existing guidelines concerning the introduction of exotic species into the park.
- e. Rock gardens, pools, or other landscape features shall not be erected on any trailer site without the prior written approval of the Superintendent. Such features if approved, must be easily removable by hand at the tenant's expense (without the use of heavy equipment).

#### 10. Walks, Walkways, Patio Slabs, and Retaining Walls

Any retaining walls and/or terracing of sites necessary for flood control shall be constructed by the concessioner, not the tenant, in accordance with the park planning process. No walls or fences between trailer sites shall be constructed. Existing fences shall be removed when the tenant vacates the property, or sooner if desired by the concessioner.

Walkways and patio slab extensions are permitted provided that they do not interfere with the utilities, and work has been approved by the concessioner in writing. The concessioner will require the tenant to remove the walkway and patio slab extension at the tenant's expense at the time of termination of the site rental lease.

#### 11. Fences

Fences shall not be erected without the prior written approval of the Superintendent. Any request to erect a fence shall be accompanied by drawings and specifications of the fence construction and the area to be enclosed. Fences, when permitted, shall be maintained in good repair.

#### 12. Foundations

No permanent foundations shall be erected for trailers on any existing trailer site within any trailer village. A foundation shall be considered to be any wall or pier constructed of bricks, stones, wood blocks, or any combination thereof, intended to support a trailer. All piers and tie-downs shall be constructed to conform to applicable Federal, State, and County regulations.

#### 13. Skirting

Skirting is required on all trailers in long-term sites. Suitable skirting materiel, such as light metal, wood, or plastic siding material must be securely installed, and meet the site maintenance requirements of Section 8. Skirting must be installed within 60 days of the execution of the rental agreement.

#### 14. Sewage

No person shall dispose of sewage at any trailer site other than through any approved connection to the trailer village sewer system. On long-term rental sites, all sewer connections shall be of rigid material, both airtight and watertight. Trailers shall be positioned on site so that no sewer lines run along the ground more than three (3) feet.

#### 15. Trailer Expansion

There shall be no expansions or additions to trailers, such as cabanas, ramadas, enclosed porches, or expando units. Unenclosed porches and patio awnings, and one (1) completely enclosed outside storage compartment are permitted within previously stated specifications.

## 16. Porches

Porches may be installed on trailer sites provided that they are in conformance with the spacing requirements and are approved in advance in writing by the Superintendent. Any porch installed shall be constructed in such a manner that it may be easily removed from the trailer site, and shall not be enclosed with any material, including installed screening. Roll-up shades are permitted.

## 17. Awnings and Shade Structures

Awnings shall be of demountable metal, plastic, or fiberglass construction which can be easily removed, and shall be securely anchored. Small window awnings protruding not more than four (4) feet from the trailer and fully supported by the trailer are permitted. Patio awnings shall not be enclosed. Roll-up sun shades are permitted. No shade structures separate from the trailer are permitted.

## 18. Storage Facilities

Each site may have placed upon it only one (1) completely enclosed outside storage compartment for dead storage only. Storage compartments shall be the commercially manufactured prefabricated type having a volume of not more than 1000 cubic feet and no lineal dimension in excess of ten (10) feet. Any storage compartment placed on a trailer site must meet the site spacing requirements of Section 6, must be easily removable from the trailer site, and may rest on an easily removable pad.

## 19. Appliance and Equipment

With the exception of air conditioners (evaporative coolers), no appliances of any kind shall be installed or stored outside any trailer unless stored within an approved storage compartment. Only furniture designed and constructed for external use is permitted outdoors.

## 20. Outdoor Showers

Installation of outdoor showers by tenants at individual trailer sites is not permitted.

## 21. Radio and Television Antennas

Individual radio or television antennas shall be attached directly to trailers without guide wires to the ground. Radio systems which interfere with or disrupt radio or television reception for other tenants are not permitted. Antennas shall be erected so as not to come in contact with power lines should they fall, and be installed with a minimum of ten (10) feet of vertical and horizontal clearance from such lines. All antennas shall be within the Federal Communication Commission's height restrictions, and shall remain entirely within the boundaries of the trailer site. Antenna installations not in conformance with the above shall be brought into compliance immediately. Satellite dishes are prohibited.

## 22. Parking and Licensing of Vehicles and Boats

No vehicle at a trailer site or any other place within any trailer village shall be parked in such a way as to interfere with the normal flow of traffic within the trailer village. No boats and/or boat trailers shall be parked in trailer sites or any other place within a trailer village for more than 48 hours without the prior written approval of the concessioner. No motor vehicle, or any parts thereof, may be parked, stored, or otherwise kept on any trailer site or at any other place within the trailer village for any purpose other than primary transportation for the tenant of the trailer village. All vehicles located within a trailer village must display a current registration or license. No tenant's vehicle shall be parked within the trailer village except on the tenant's trailer site. Vehicles will not be parked on grounds outside of the outer roadway of any trailer village.

NOTE: Vehicle means any motorized or non-motorized vehicle which is subject to licensing or registration.

A trailer site shall contain and provide utility hookups to only one (1) trailer. Two (2) other vehicles in addition to the residential trailer may be parked on the site, if space permits, when such vehicles are used exclusively for the transportation of the trailer occupant. Recreational vehicles of any type parked on a trailer site beside a residential trailer shall not be connected to either the residential trailer or the trailer site electrical, gas, water, or sewage lines.

## 23. Motor Vehicles

Motor vehicles that are not operational, or capable of being operational with minor repairs, may not be parked, stored, or otherwise kept on a trailer site or at any other place within the trailer village for more than 72 hours. All motor vehicles located within any trailer village must display a current State motor vehicle license and park registration sticker.

## 24. Vehicle Repairs

No major mechanical work (work unable to be completed within 72 hours of initiation) may be performed on any vehicles within the trailer village. Motor oil or other vehicle fluids shall not be dumped or otherwise disposed of by tenants on any park lands. Motor oil or other vehicle fluids shall be contained and placed in dumpsters in such a manner as to prevent spillage and to assure that they do not pose a fire hazard.

## 25. Liquid Propane Gas (LPG)

The concessioner may authorize the use of LPG installations within any trailer village; however, all LPG containers shall be installed only by authorized LPG service representatives, in accordance with current Federal and State regulations and NFPA standards. Liquid propane gas storage tanks shall not exceed 125 gallons at each trailer site.

Pressure regulators not permanently attached to a trailer must be securely mounted and properly attached in accordance with NFPA standards.

All extra cylinders, tanks, bottles, or containers of LPG shall be properly stored and secured according to NFPA Standards.

#### 26. Fuel Oil Tanks

Fuel oil tanks shall be the type manufactured for the purpose of storing fuel oil. Fifty-five gallon barrels are not considered adequate to meet these standards. Fifty-five (55) gallons of fuel oil shall be the maximum stored at each trailer site.

#### 27. Flammable Liquid

There shall be no bulk storage of gasoline or other flammable liquids at trailer sites, or in any trailer village.

#### 28. Fires

No open fires, except charcoal fires in charcoal-type grills, shall be permitted within any trailer village. The open burning of trash, garbage, or other refuse on a trailer site, or at any other place within any trailer village, is prohibited. No rock fire rings or other outdoor fire places of any type shall be constructed or used.

#### 29. Pets

If pets are permitted, they must be kept confined or leashed at all times and, conform to the existing pet policy of Grand Canyon National Park and the pet policies of the concessioner, if any. In general, pets are not to disturb other residents by making excessive noise or otherwise being a nuisance. Pet excrement disposal requirements must be satisfactorily met (refer to GCNP Pet Policy). At any time the concessioner at its discretion, may order the removal of any pet from a trailer village when such removal is necessary, for the orderly, safe, and peaceful operation of the trailer village.

#### 30. Business or Commercial Enterprises

No business or commercial enterprise, unless licensed by the National Park Service, shall be conducted from a trailer site or within any trailer village.

#### 31. Storage or Trailers

Space shall not be provided within the area of any trailer village for the storage of unoccupied trailers, travel trailers, motor homes, or recreational vehicles.

#### 32. Sale of Trailers

a. The sale of any trailer is prohibited while occupying a site in the trailer villages except with the concurrence of the Superintendent. The concessioner may recommend to the Superintendent in writing that a sale be allowed on site. The prospective buyer must be reached in sequence on the waiting list, or by special permission from the Superintendent allowing occupancy under exigent circumstances. Trailers proposed for

sale must meet (as condition of being granted on-site sale privileges) all applicable Federal, State, and County codes, ordinances, and regulations, and the provisions of these Special Rules.

b. Trailers 15 years of age or older will not be approved for on-site sale, nor will any trailer in poor physical condition. There will be no "grandfathering" of existing units in this regard. Should there be a question regarding age or condition, a committee consisting of the respective Fred Harvey and NPS Housing Managers and Safety Officers will make recommendations to the Superintendent. The committee will convene at the request of the Fred Harvey Housing Manager. The Superintendent will make the final determination based on their input.

c. Motor homes and travel trailers may not be sold on-site. Sites rented for motor homes and travel trailers are considered temporary/seasonal assignments only. Motor homes and travel trailers are prohibited from occupying sites in the concessioner-operated section of Pinyon Park.

Trailers of less than 35 feet in length shall be considered travel trailers for the purpose of this policy. (This measurement is determined by the outside length of the living portion of the unit and shall not include the tongue or other extraneous sections).

d. When a lease agreement is terminated for any reason, the trailer must be removed from the trailer site within ten (10) days, except as may be approved otherwise, and the trailer site cleaned in accordance with the terms of the lease agreement.

e. If a trailer site requires cleaning or site restoration work to bring it to rentable condition, such work will be accomplished by the concessioner, and the former tenant will be billed at a rate approved by the National Park Service for such work.

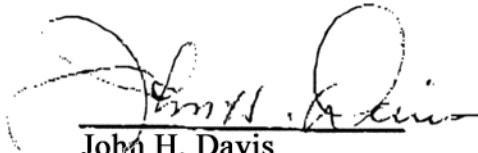
f. If any trailer is sold within any trailer village in violation of this policy, the new owner will be required to move the trailer to a new site or remove it from the park at their own expense, except as may be approved otherwise.

### 33. Rates and Deposits

The Superintendent shall approve in writing all rates charged and services provided in concessioner-managed trailer villages. When changes in rates or services are authorized, tenants will be advised in writing of such changes at least thirty (30) days in advance of the effective date of the change, unless in the Superintendent's discretion exigent circumstances dictate otherwise. The concessioner may require, at the signing of a lease agreement, a deposit equal to one month's rent, refundable at the termination of the lease agreement, less any assessment for site cleaning or restoration, as noted in Section 32. If the Superintendent authorizes a change in rental rates during any tenant's lease agreement, the concessioner may assess or will refund to the tenant the corresponding change in the deposit.

#### 34. Code of Federal Regulations

Nothing in these Special Rules shall be construed to limit the authority of the Superintendent to act in his/her sole discretion in accordance with the provisions of the Code of Federal Regulations to regulate housing policies in Grand Canyon National Park, or to amend or suspend these Special Rules in whole or in part as shall be in his/her judgement in the best interest of the park.

  
John H. Davis  
Superintendent



AMENDMENT  
TO SPECIAL RULES FOR MANAGEMENT AND OPERATION OF  
CONCESSIONER OPERATED TRAILER VILLAGES  
GRAND CANYON NATIONAL PARK

The following requirement is to be added under Item 32, Sale of Trailers:

g. Requests from owners for on-site trailer sales must be in writing to the Fred Harvey Housing Manager. The official response to on-site sale requests will be in written form. You must have a letter documenting on-site sale approval before you, as the owner, may proceed with an on-site trailer sale.

Approved: April 4, 1994

Grand Canyon National Park requires a construction permit, and charges a fee, for construction of porches, decks, fences, storage structures, etc. Permit applications are available from the Professional Services office on Tonto Street. Once a permit is issued, inspections are required at the start and finish of the project. Standards which apply to the park and which must be met for a permit include the Uniform Building Code, Uniform Plumbing Code, Uniform Mechanical Code, Uniform Fire Code, and National Electric Code.

Proposed decks and porches must be in conformance with spacing requirements of the special Rules for Trailer Villages (5 feet from property line or roadway adjacent to it) and may only be constructed under a construction permit from the National Park Service. It is the Fred Harvey Housing Manager's responsibility to monitor construction and placement to ensure compliance with the Special Rules. The Division of Professional Services issues and administers construction permits.

No permanent foundation shall be erected for this purpose. Though materials are not specified, it is required that an appropriate wood product be used (redwood, cedar, pine). If the wood is not treated for outdoor use, then it must be painted either to coordinate with the trailer or a dark earth tone color. The deck itself must have a professional appearance and be sturdily constructed. Decks must be easily removable and shall be the responsibility of the party who pays rent for the space to remove when vacating the site (this is not necessarily the occupant - i.e. Babbitts pays rent for their employees). The deck or porch shall not be enclosed in any way, including screening. If access for the mobility impaired is to be provided, the Uniform Federal Accessibility Standards must be met.

The construction must pass final inspection by the Fred Harvey Housing Manager and the National Park Service upon completion. A written final inspection documentation by the Housing Manager shall be on file in the Fred Harvey Housing Office, with a copy forwarded to the NPS. The division of Professional Services will sign off on an inspection card when the work is accepted and the construction permit has expired.

Grand Canyon is involved in a lot of planning, now. Many of the alternatives being considered propose different uses for Pinion Park and Trailer Village than the current trailer park uses. Planning should be complete in 1998 and major changes could take place by 2000.

3/28/94